

ID: 82700, Title: Pre Approval Contract Form for Amalgamation Leader under 25.05 (4) in the HPA

Full Name:

Approval Route: Moysal Sana > Decision Support > Contracts and Procurement > EA > Moysal Sana

Assigned To: Armitage, Mark W Rush: No Contracts - Contracts Signature: Assistant Deputy Minister

Branch: Profession Regulation & Oversight Other Number: N/A

Link: N/A

Due Date: 6/23/2023 Date Completed: N/A Date Initiated: 6/16/2023 N/A

Item History

6/21/2023 08:27 AM

O'Keefe, Teresa HLTH:EX [Colleague of Contract Management] approved the item and forwarded it to Armitage, Mark W for action
Hi Mark - please provide EA approval and then return to Moysal for next steps. Thanks, Teresa

6/20/2023 03:37 PM

Liu, Lintao HLTH:EX [Assignee] approved the item and forwarded it to Contract Management for action
Approved.

6/20/2023 03:23 PM

Leppard, Brianna HLTH:EX [Colleague of FCS Generic] forwarded an eApprovals item to Liu, Lintao HLTH:EX for action
For Decision Support approval. Thanks.

6/20/2023 10:05 AM

Takahashi, Junko HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to FCS Generic for action
Hello, Forwarding to FCS for Decision Support/Lintao Liu approval and Contract and Procurement/Teresa O'Keefe approval. Please return to HSWBS Generic for EA approval next. Thank you.

6/20/2023 10:02 AM

Darius, Romy HLTH:EX [Assignee] forwarded an eApprovals item to HSWBS Generic for action
Hi Junko, Sending this RUSH over to you to send to Lintao Liu at FCS for Decision Support approval. Thanks! Romy

6/20/2023 10:00 AM

Darius, Romy HLTH:EX made some changes to this item's details

6/20/2023 09:30 AM

Takahashi, Junko HLTH:EX [Colleague of Armitage, Mark W] forwarded an eApprovals item to Darius, Romy HLTH:EX for action
Hi Romy, Return to you as per your request. Thank you.

6/20/2023 09:09 AM

Takahashi, Junko HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to Armitage, Mark W for action
Hi Mark, RUSH - For your review and approval. Approved by Mark M. Thank you.

6/20/2023 09:01 AM

Darius, Romy HLTH:EX [Assignee] forwarded an eApprovals item to HSWBS Generic for action
Hi Junko, As per Mark M for Mark A's review and approval. Thanks! Romy

6/20/2023 08:57 AM

MacKinnon, Mark [Assignee] approved the item and forwarded it to Darius, Romy HLTH:EX for action
Approved. For Mark A's review and approval, please.

6/20/2023 08:18 AM

Bennett, Christopher [Assignee] forwarded an eApprovals item to MacKinnon, Mark for action
For review. Once reviewed please forward to Moysal who will forward onto contracts for further approvals. Thanks, Chris

6/19/2023 11:29 AM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Bennett, Christopher for action
For review and approval.

6/19/2023 11:23 AM

Sana, Moysal HLTH:EX added a document: 2023 06 19 - Contract Preapproval Request.docx

6/19/2023 11:22 AM

Sana, Moysal HLTH:EX deleted a document: RE_ E-Apps Request - Pre Approval Contract Form for Amalgamation Leader under 25_05 (4) in the HPA .msg

6/16/2023 08:39 AM

Robertson-Jones, Mhairi HLTH:EX [Assignee] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action

Hi Moysal, over to you as requested. Thanks! Mhairi

6/16/2023 08:38 AM

Robertson-Jones, Mhairi HLTH:EX created this item

6/16/2023 08:38 AM

Robertson-Jones, Mhairi HLTH:EX added a document: RE_ E-Apps Request - Pre Approval Contract Form for Amalgamation Leader under 25_05 (4) in the HPA .msg

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: HLTH Contract Management HLTH:EX (HLTH.ContractManagement@gov.bc.ca)
Subject: RE: 82700 - Pre Approval Contract Form for Amalgamation Leader under 25.05 (4) in the HPA
Sent: 06/21/2023 18:46:45

Thank you!

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, June 21, 2023 11:01 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: 82700 - Pre Approval Contract Form for Amalgamation Leader under 25.05 (4) in the HPA

Once EA has approved & comes back to you, you will be at Step 11 of the Procurement Process found on [the Contracts & Procurement](#) page.

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, June 21, 2023 10:24 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: 82700 - Pre Approval Contract Form for Amalgamation Leader under 25.05 (4) in the HPA

Thanks so much, Teresa! Is EA approval the last approval needed in our case now?

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, June 21, 2023 10:21 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: 82700 - Pre Approval Contract Form for Amalgamation Leader under 25.05 (4) in the HPA

Hi Moysal, yes this is correct. I had a conversation with Chris this morning

Teresa O'Keefe

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, June 21, 2023 9:14 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: 82700 - Pre Approval Contract Form for Amalgamation Leader under 25.05 (4) in the HPA
Importance: High

Greetings!

Thank you for advancing our pre-approval form for EA approval. I noticed the information under *Contractor Section 5.2 - Contractor Information* was removed – just wanted to double check this was intentional before we receive EA approval? If easier to discuss over a call, please feel free to ring me.

Many thanks,
Moysal

Moysal Sana
Policy Analyst
Professional Regulation & Oversight Branch
Health Sector Workforce and Beneficiary Services Division
Ministry of Health

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To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca); HLTH Contract Management HLTH:EX (HLTH.ContractManagement@gov.bc.ca)
Subject: RE: Schedule D Amalgamation Leader
Sent: 06/26/2023 16:45:55

Hi Moysal

Thanks for meeting with me. As discussed, the form you showed me & referred to is for those appointed to a committee. For your contract, this is not the case so it would not be used.

s.22 is specific to each contract and the risks associated with the services. Therefore, s.13; s.22

s.13; s.22

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Monday, June 26, 2023 8:56 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: Schedule H requirement for Amalgamation Leader under 25.05 (4) in the HPA

Thanks, Teresa! Would you have time for a quick ring this morning to discuss s.22 as well?
Perhaps 930?

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Monday, June 26, 2023 8:16 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: Schedule H requirement for Amalgamation Leader under 25.05 (4) in the HPA

Hi Moysal

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement

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Finance & Corporate Services Division
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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Monday, June 26, 2023 7:54 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: Schedue H requirement for Amalgamation Leader under 25.05 (4) in the HPA

Hi Teresa,

Regarding the GSA discussed below, can I ask if *Schedule H – Tax Verification Schedule* is applicable in our case? Or can it be removed?

Thank you,
Moysal

From: Sana, Moysal HLTH:EX
Sent: Wednesday, June 21, 2023 11:47 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: 82700 - Pre Approval Contract Form for Amalgamation Leader under 25.05 (4) in the HPA

Thank you!

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Moysal Sana
Policy Analyst
Professional Regulation & Oversight Branch
Health Sector Workforce and Beneficiary Services Division
Ministry of Health

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CONTRACTS AND PROCUREMENT
CONTRACT PRE-APPROVAL REQUEST

Purpose: To obtain the required pre-approval of all potential contracts and procurements before contracting goods or services. It must be completed and approved in accordance with the contract and procurement process found on [Health ePlace](#). Questions about this form can be directed to Contracts and Procurement, HLTH.ContractManagement@gov.bc.ca.

Section 1 - Contract and Procurement Type

This form is required for pre-approval of the following:

- STOB 60, 61, 63: Professional Services and Information Systems
- STOB 80: Shared Cost Arrangements
- STOB 50 or 60: Secondments

Select the appropriate Contract Type for your request: [STOB 60, 61, 63 - Competitive](#)

s.13

Section 2 - Responsible Party

Division: Health Sector Workforce and Beneficiary Services	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennett

Section 3 - Service Details

Brief Description of Work/Services:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA) will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

The Ministry issued a news release on October 19, 2022 introducing the Health Professions and Occupations Act and other health professions modernization efforts, including an intent to create two umbrella regulators (<https://news.gov.bc.ca/releases/2022HLTH0202-001566>). One college would regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing health professionals. The other would regulate chiropractors, massage therapists, naturopathic physicians, traditional Chinese medicine practitioners and acupuncturists.

s.13

Section 25.05(4) of the HPA enables the Minister to appoint a leader to support the amalgamations. An appointee would have the powers of the college boards as it relates to amalgamation matters while allowing the 11 college boards to continue their roles/powers in oversight of their colleges' day-to-day functioning. As the smallest health regulatory colleges in BC, the 11 lack leadership and resources required to implement a June 2024 amalgamation without Ministry support, without potentially compromising their core public safety roles.

On April 25, 2023, the Deputy Minister sent a letter to the regulatory college board chairs confirming the intent of amalgamating the 11 colleges into two umbrella regulators and the projected in-force date of June 2024. Additionally, the letter confirmed the intent that the Ministry would support the amalgamation financially.

[Ministerial Order is in the works.](#)

Justification for Outsourcing:

In order to facilitate an orderly transition during amalgamation of regulatory colleges, section 25.05(04) of the Health Professions Act specifically sets out that the Minister of Health may appoint a person or persons to perform the duties of a board of a former

college.

In addition to the legal parameters surrounding an appointment, the Ministry does not have the internal resources/expertise required to lead a complex regulatory amalgamation involving 11 regulatory colleges.

Describe the Impact on Program Delivery if not approved:

s.13

Anticipated Term: Start: 2023-07-05 End: 2024-06-28

Include Option to Renew? ☐ Yes ☒ No

Number of renewals and duration - month(s), year(s): N/A

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)

Maximum Contract Total Value: 100,000

Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6000000	\$10,000

Section 5 – Procurement Process

Select the Procurement Process: [Another Competitive Process Used \(e.g. using an RFQ list\) \(101\)](#)

If you chose Competitive Process for STOB 60,61,63 – skip to Section 7, Approvals

If you chose Competitive Process for STOB 80 – skip to Section 6, STOB 80 Shared Cost Arrangement (Government Transfer Request)

If you chose Direct Award (including Secondments) – proceed to Section 5.1, Direct Award Justification

Section 5.1 - Direct Award Justification

This section is required if any of the Direct Award options are selected.

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition and complete the justification/explanation that justifies the direct award.

Select one	Code	Policy Re: Direct Awards	Justification/Explanation
<input type="checkbox"/>	200	The contract is with another government organization [CPPM 6.3.2-39 (d)]	Name the government organization:
<input type="checkbox"/>	201	The ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods or service [CPPM 6.3.2-39 (d)]	What evidence do you have to support that only one contractor is qualified? e.g. <i>expression of interest, no objection to a notice of intent.</i> If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. <i>e-mails for other qualified contractors indicating not available or no response to an expression of interest.</i>

			Additional details:
<input type="checkbox"/>	202	an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process [CPPM 6.3.2-39 (d)]	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award:
<input type="checkbox"/>	203	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. [CPPM 6.3.2-39 (d)]	Explain why the competitive process would cause this interference:
<input type="checkbox"/>	204	the acquisition is of a confidential nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality [CPPM 6.3.2-39 (d)]	Explain the risks of disclosing the confidential or privileged acquisition:
<input type="checkbox"/>	208	STOB 80 only: A shared cost arrangement where financial assistance is provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary-individual or family or legal guardian of that individual under a community/social service program)	Explain why the financial assistance is being provided:
<input type="checkbox"/>	209	STOB 80 only: A shared cost agreement where a competitive selection is not appropriate.	Explain why a competitive selection is not appropriate, e.g. what are the risks of a competition?

Section 5.2 - Contractor Information

This section is required if any of the Direct Award options are selected in Section 5.

Contractor legal name:▲	
Doing business as (if different from above):▲	
Address:▲	Postal code:▲
Phone:▲	Email:▲

s.13; s.22

Section 6 – All STOB 80 Shared Cost Arrangement (Government Transfer Request)

As per [CPPM Policy Chapter 21: Government Transfers](#), to be completed if a shared cost arrangement is being requested.

Background and Strategic Context	Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan:
Financial Impact	What is the total fiscal impact on the Ministry's budget (by year if multiyear)? Is the transfer onetime or will there be an ongoing need? Do the stipulations support 1yr or multiyear funding?
Transfer Recipient/	Describe the scope or extent of benefits that would be created, describe the nature of the client group that would benefit (seniors, community groups etc.). Was the Recipient chosen using a fair, open and transparent

Benefits	process? Is the Recipient expected to match funds and will they have the ability to pay back funds if stipulations are not met?
Identify Risks	Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?
Evaluation and monitoring	How will you know whether the objectives have been met, do you have clear success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement?
Additional approvals	Are there any additional approvals needed from either Cabinet or Treasury Board? Is legislation required?

Section 7 – Approvals <i>(Signature below or eApprovals are accepted in lieu of physical signatures)</i>			
Approval Route	Print Name	Signature	Date Signed
Contract Manager	Mark MacKinnon & Christopher Bennett		June 20, 2023
Decision Support	Lintao Liu		June 20, 2023
Contracts and Procurement Team	Teresa O'Keefe		June 21, 2023
Expense Authority (EA)	Mark Armitage		
Chief Financial Officer (CFO) <i>ONLY required for STOB 80 contracts</i>	N/A		
Executive Financial Officer (EFO) <i>ONLY required for direct award contracts</i>	N/A		

s.13

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- STOB 80: Shared Cost Arrangements
- STOB 50 or 60: Secondments

Select the appropriate Contract Type for your request: **STOB 60, 61, 63 - Competitive**

Section 2 - Responsible Party

Division: Health Sector Workforce and Beneficiary Services	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennett

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college.

In addition to the legal parameters surrounding an appointment, the Ministry does not have the internal resources/expertise required to lead a complex regulatory amalgamation involving 11 regulatory colleges.

Describe the Impact on Program Delivery if not approved:

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Anticipated Term: Start: 2023-07-05 End: 2024-06-28

Include Option to Renew? ☐ Yes ☒ No

Number of renewals and duration - month(s), year(s): N/A

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)

Maximum Contract Total Value: 100,000

Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Amount
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FY24/25	026	66916	44550	6001	6000000	\$10,000

Section 5 – Procurement Process

Select the Procurement Process: Another Competitive Process Used (e.g. using an RFQ list) (101)

If you chose Competitive Process for STOB 60,61,63 – skip to Section 7, Approvals

If you chose Competitive Process for STOB 80 – skip to Section 6, STOB 80 Shared Cost Arrangement (Government Transfer Request)

If you chose Direct Award (including Secondments) – proceed to Section 5.1, Direct Award Justification

Section 5.1 - Direct Award Justification

This section is required if any of the Direct Award options are selected.

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition and complete the justification/explanation that justifies the direct award.

Select one	Code	Policy Re: Direct Awards	Justification/Explanation
<input type="checkbox"/>	200	The contract is with another government organization [CPPM 6.3.2-39 (d)]	Name the government organization:
<input type="checkbox"/>	201	The ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods or service [CPPM 6.3.2-39 (d)]	<p>What evidence do you have to support that only one contractor is qualified? e.g. expression of interest, no objection to a notice of intent.</p> <p>If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.</p>

			Additional details:
<input type="checkbox"/>	202	an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process [CPPM 6.3.2-39 (d)]	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award:
<input type="checkbox"/>	203	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. [CPPM 6.3.2-39 (d)]	Explain why the competitive process would cause this interference:
<input type="checkbox"/>	204	the acquisition is of a confidential nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality [CPPM 6.3.2-39 (d)]	Explain the risks of disclosing the confidential or privileged acquisition:
<input type="checkbox"/>	208	STOB 80 only: A shared cost arrangement where financial assistance is provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary-individual or family or legal guardian of that individual under a community/social service program)	Explain why the financial assistance is being provided:
<input type="checkbox"/>	209	STOB 80 only: A shared cost agreement where a competitive selection is not appropriate.	Explain why a competitive selection is not appropriate, e.g. what are the risks of a competition?

Section 5.2 - Contractor Information

This section is required if any of the Direct Award options are selected In Section 5.

Contractor **legal** name:

Doing **business as** (if different from above):

Address:

Postal code:

Phone:

Email:

Section 6 – All STOB 80 Shared Cost Arrangement (Government Transfer Request)

As per [CPPM Policy Chapter 21: Government Transfers](#), to be completed if a shared cost arrangement is being requested.

Background and Strategic Context	Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan:
Financial Impact	What is the total fiscal impact on the Ministry's budget (by year if multiyear)? Is the transfer onetime or will there be an ongoing need? Do the stipulations support 1yr or multiyear funding?
Transfer Recipient/	Describe the scope or extent of benefits that would be created, describe the nature of the client group that would benefit (seniors, community groups etc.). Was the Recipient chosen using a fair, open and transparent

Benefits	process? Is the Recipient expected to match funds and will they have the ability to pay back funds if stipulations are not met?
Identify Risks	Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?
Evaluation and monitoring	How will you know whether the objectives have been met, do you have clear success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement?
Additional approvals	Are there any additional approvals needed from either Cabinet or Treasury Board? Is legislation required?

Section 7 – Approvals <i>(Signature below or eApprovals are accepted in lieu of physical signatures)</i>			
Approval Route	Print Name	Signature	Date Signed
Contract Manager	Mark MacKinnon & Christopher Bennett		June 20, 2023
Decision Support	Lintao Liu		June 20, 2023
Contracts and Procurement Team	Teresa O'Keefe		June 21, 2023
Expense Authority (EA)	Mark Armitage		June 23, 2023
Chief Financial Officer (CFO) <i>ONLY required for STOB 80 contracts</i>	N/A		
Executive Financial Officer (EFO) <i>ONLY required for direct award contracts</i>	N/A		

From: Le Gras, Nicole M HLTH:EX(Nicole.M.LeGras@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca); Cid, Vinicius C HLTH:EX (Vinicius.Cid@gov.bc.ca)
Subject: RE: RUSH - RE: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA
Sent: 06/30/2023 00:42:57

Hello Moysal,

s.13

Thank you,

Nicole Le Gras (she/her)

Senior Privacy Analyst
Ministry of Health/Ministry of Mental Health and Addictions
Phone: 250-978-9732

Offering acknowledgement in honour of the traditional keepers of the land on which I live, work and learn – the Lekwungen speaking peoples, known today as the Esquimalt and Songhees Nations.

Kindly note: Nothing in my email constitutes legal advice.

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Thursday, June 29, 2023 5:36 PM
To: Le Gras, Nicole M HLTH:EX <Nicole.M.LeGras@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>; Cid, Vinicius C HLTH:EX <Vinicius.Cid@gov.bc.ca>
Subject: RE: RUSH - RE: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA

Thanks for the quick response, Nicole! Sorry to clarify, do we need further approvals from HLTHInfoSec@gov.bc.ca?

Tank you again,
Moysal

From: Le Gras, Nicole M HLTH:EX <Nicole.M.LeGras@gov.bc.ca>
Sent: Thursday, June 29, 2023 5:14 PM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>; Cid, Vinicius C HLTH:EX <Vinicius.Cid@gov.bc.ca>
Subject: RE: RUSH - RE: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA

Good Afternoon,

s.13

ase

If things change and there is personal information. Please feel free to connect back with me so I can re-assess.

Sincerely,

Nicole Le Gras (she/her)

Senior Privacy Analyst

Ministry of Health/Ministry of Mental Health and Addictions

Phone: 250-978-9732

Offering acknowledgement in honour of the traditional keepers of the land on which I live, work and learn – the Lekwungen speaking peoples, known today as the Esquimalt and Songhees Nations.

Kindly note: Nothing in my email constitutes legal advice.

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Thursday, June 29, 2023 3:52 PM

To: Health Information Privacy HLTH:EX <HealthInformationPrivacy@gov.bc.ca>

Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RUSH - RE: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA

Importance: High

Greetings,

Seeking an expediated review on the below, please. Can you kindly let us know when we can expect a response by?

Thank you so much,
Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Warning: This email is intended only for the use of the individual or organization to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please e-mail the sender immediately and delete the message.

From: Sana, Moysal HLTH:EX

Sent: Monday, June 26, 2023 7:54 AM

To: Health Information Privacy HLTH:EX <HealthInformationPrivacy@gov.bc.ca>

Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA

Hello DPSP,

Please review the attached information to determine if the following is needed for the contract for the appointed leader under 25.05 (4) of the Health Professions Act (HPA).

s.13

To help with this review I have included the following information:

- Contract Pre-Approval Request Form – with approvals

If you require any further information, please do not hesitate to reach out to Chris and I.

Thank you,

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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CONTRACTS AND PROCUREMENT
CONTRACT INFORMATION SLIP

Purpose: To summarize executed contract details in preparation of a purchase order to track contract commitments and pay invoices.

Section 1 - Contract Details

Contractor Name: Allan Seckel (Legal name and if individual, name on government issued ID)	Contract #: (Issued by Contract Management. Will be used as PO #)
Contractor Address: s.22 s.22	Term: July 5, 2023-June 28, 2024
Key Personnel Name(s): N/A (Name of individuals performing the services)	Possible Extension: N/A (e.g., two 1-year terms)
Brief Description of Services: <u>The contractor must:</u> <u>exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:</u> <u>Amalgamation of specified colleges</u> a) <u>the College of Dietitians of British Columbia;</u> b) <u>the College of Psychologists of British Columbia;</u> c) <u>the College of Optometrists of British Columbia;</u> d) <u>the College of Opticians of British Columbia;</u> e) <u>the College of Physical Therapists of British Columbia;</u> f) <u>the College of Occupational Therapists of British Columbia;</u> g) <u>the College of Speech and Hearing Health Professionals of British Columbia.</u> <u>Amalgamation of additional specified colleges</u> h) <u>the College of Massage Therapists of British Columbia;</u> i) <u>the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;</u> j) <u>the College of Naturopathic Physicians of British Columbia;</u> k) <u>the College of Chiropractors of British Columbia;</u>	

s.13

Section 2 – Responsible Party

Division: Health Sector Workforce and Beneficiary Services Division	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennet
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennet

Section 3 - Solicitation/PO Info

Procurement Process: Direct Award - Sole Source (201)

s.13

Solicitation # (RFP or NRQ #):	
PO Class Code: C - CONTRACT	
PO Category (do not change this): UNSPSC TWO	Subcategory (do not change this): 80101500

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)						
Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Total Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6600000	\$10,000
Total Contract Amount:						\$100,000.00
Additional Information (if required): (Please note any specific Line description required or if any special considerations are required in setting up this PO)						

GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Allan Seckel</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address: _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

s.13

[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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SCHEDULE A – SERVICES

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SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the XX day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Allan Seckel @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

Email: s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

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Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Deleted: '

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
---	---

[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule "A" - Services

The Contractor must:

(a) exercise the powers and functions to achieve legal amalgamation by June 28, 2024, as per Ministerial Order No. XXXX.

Regular reporting to the Ministry upon request and inclusion of Ministry staff as ex-officio members on any steering committees, is required.

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Withheld pursuant to/removed as

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Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type "Not applicable" here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: ☐ Error! Bookmark not defined.

NOT APPLICABLE

Appendix 4 – ***[specify]***

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate "Attached" and if Not Applicable, don't mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state "not applicable" but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor's requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES: **[Choose one or a combination of the following and delete the rest.]**

Daily Rate

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#), Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$_____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;*
- (b) \$20,000 - Due Month Day, Year;*
- (c) \$20,000 - Due Month Day, Year.*

If you have included dates above but they are only estimates, add the following:

- o *Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]*

3. EXPENSES:

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change:

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;

- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of

[Choose one of the following:

For Daily Rate situations

- "all hours worked on each day during the Billing Period";

For Hourly Rate situations

- "all hours worked during the Billing Period";

For Rate per Unit/Deliverable situations

- "all (units/deliverables) provided during the Billing Period"]

for which the Contractor claims fees and a description of the applicable fee rates;

- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: *In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]*

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and

- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Int'est Due" An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

Schedule C – Approved Subcontractor(s)

[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***
<http://www.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm>
OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “,” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.]
-
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
-
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the *Freedom of Information and Protection of Privacy Act*) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.
- An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?
- If the contract involves cloud services and personal information, the privacy protection schedule for cloud services provides terms that are more appropriately applicable for cloud applications.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- "Act" means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- "privacy course" means the Province's online privacy and information sharing training course or another course approved by the Province; and
- "public body" means "public body" as defined in the Act;
- "third party request for disclosure" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- "service provider" means a person retained under a contract to perform services for a

public body; and

- (h) **“unauthorized disclosure of personal information”** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

- 9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

- 10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

- 11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
- 13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
- 14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

- 15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not Applicable

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)]

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or*
- (2) preserve the integrity or availability of any record.*

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or*
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.*

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed),*
- Click request Documents,*
- Enter all required information, then select Next,*
- Review and certify the information given is correct, then select Submit.]*

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;*
- the Agreement is being entered into in response to an unforeseen emergency;*
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.*

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) “**Tax Verification Letter**” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “**Valid**” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

**Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017**

[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

USE AS GUIDE ONLY

ID: 82700, Title: Pre Approval Contract Form for Amalgamation Leader under 25.05 (4) in the HPA

Full Name:

Approval Route: Moysal Sana > Decision Support > Contracts and Procurement > EA > Moysal Sana

Assigned To: Contract Management Rush: No Contracts - Contracts Signature: Assistant Deputy Minister

Branch: Profession Regulation & Oversight Other Number: N/A

Link: N/A

Due Date: 6/23/2023 Date Completed: N/A Date Initiated: 6/16/2023 N/A

Item History

7/4/2023 02:55 PM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Contract Management for action
For expediated review, please find attached the draft GSA. Please note, the Ministerial Order has not been signed yet.

7/4/2023 02:50 PM

Sana, Moysal HLTH:EX added a document: DRAFT 2023 07 04 - GSA - Writing Guide Template.docx

7/4/2023 02:48 PM

Sana, Moysal HLTH:EX added a document: 2023 07 04 - Contract Information Slip.docx

7/4/2023 02:48 PM

Sana, Moysal HLTH:EX added a document: 2023 06 29 - DPSP Advice Email.msg

6/23/2023 02:05 PM

Armitage, Mark W [Assignee] approved the item and forwarded it to Sana, Moysal HLTH:EX for action
No Comment

6/21/2023 08:27 AM

O'Keefe, Teresa HLTH:EX [Colleague of Contract Management] approved the item and forwarded it to Armitage, Mark W for action
Hi Mark - please provide EA approval and then return to Moysal for next steps. Thanks, Teresa

6/20/2023 03:37 PM

Liu, Lintao HLTH:EX [Assignee] approved the item and forwarded it to Contract Management for action
Approved.

6/20/2023 03:23 PM

Leppard, Brianna HLTH:EX [Colleague of FCS Generic] forwarded an eApprovals item to Liu, Lintao HLTH:EX for action
For Decision Support approval. Thanks.

6/20/2023 10:05 AM

Takahashi, Junko HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to FCS Generic for action
Hello, Forwarding to FCS for Decision Support/Lintao Liu approval and Contract and Procurement/Teresa O'Keefe approval. Please return to HSWBS Generic for EA approval next. Thank you.

6/20/2023 10:02 AM

Darius, Romy HLTH:EX [Assignee] forwarded an eApprovals item to HSWBS Generic for action
Hi Junko, Sending this RUSH over to you to send to Lintao Liu at FCS for Decision Support approval. Thanks! Romy

6/20/2023 10:00 AM

Darius, Romy HLTH:EX made some changes to this item's details

6/20/2023 09:30 AM

Takahashi, Junko HLTH:EX [Colleague of Armitage, Mark W] forwarded an eApprovals item to Darius, Romy HLTH:EX for action
Hi Romy, Return to you as per your request. Thank you.

6/20/2023 09:09 AM

Takahashi, Junko HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to Armitage, Mark W for action
Hi Mark, RUSH - For your review and approval. Approved by Mark M. Thank you.

6/20/2023 09:01 AM

Darius, Romy HLTH:EX [Assignee] forwarded an eApprovals item to HSWBS Generic for action
Hi Junko, As per Mark M for Mark A's review and approval. Thanks! Romy

6/20/2023 08:57 AM

MacKinnon, Mark [Assignee] approved the item and forwarded it to Darius, Romy HLTH:EX for action
Approved. For Mark A's review and approval, please.

6/20/2023 08:18 AM

Bennett, Christopher [Assignee] forwarded an eApprovals item to MacKinnon, Mark for action
For review. Once reviewed please forward to Moysal who will forward onto contracts for further approvals. Thanks, Chris

6/19/2023 11:29 AM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Bennett, Christopher for action
For review and approval.

6/19/2023 11:23 AM

Sana, Moysal HLTH:EX added a document: 2023 06 19 - Contract Preapproval Request.docx

6/19/2023 11:22 AM

Sana, Moysal HLTH:EX deleted a document: RE_ E-Apps Request - Pre Approval Contract Form for Amalgamation Leader under 25_05 (4) in the HPA .msg

6/16/2023 08:39 AM

Robertson-Jones, Mhairi HLTH:EX [Assignee] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action
Hi Moysal, over to you as requested. Thanks! Mhairi

6/16/2023 08:38 AM

Robertson-Jones, Mhairi HLTH:EX created this item

6/16/2023 08:38 AM

Robertson-Jones, Mhairi HLTH:EX added a document: RE_ E-Apps Request - Pre Approval Contract Form for Amalgamation Leader under 25_05 (4) in the HPA .msg

From: HLTH Contract Management HLTH:EX(HLTH.ContractManagement@gov.bc.ca)
Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca); HLTH Contract Management
To: HLTH:EX (HLTH.ContractManagement@gov.bc.ca); Bennett, Christopher HLTH:EX
(Christopher.Bennett@gov.bc.ca)
Subject: Draft GSA for Leader for amalgamation for review
Sent: 07/05/2023 20:26:59
Attachments: GSA 2024-054.docx

Hi Moysal

Please review the attached and let me know if you have any questions. If you are good with it, I'll reach out to RMB.

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 1:07 PM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Teresa,

The below sounds fine with us – thank you.

Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:56 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

s.13

Thanks

Teresa O’Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:38 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hello,

Sounds good, thank you so much. Comments below.

Thank you,
Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 9:59 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Once I have a draft of the GSA, I can then reach out to RMB to confirm. I’ve already started drafting the GSA so I’ll just continue but I do need some additional information.

- Does the contractor have a middle name? **Allan Paul Seckel**
- The Contract Information Slip shows a total of \$100K. As per Core Policy, any contracts that are \$100K & over require the contractor to provide a Tax Verification Letter (TVL) before we can sign the agreement. Would you like to change the contract amount to \$99K in order to avoid the requirement? **Can be \$99,999K, or \$99k – does contracts has a preference?**
- Are the services being performed at the contractors place of business? What about meetings? Are they virtual or in person? **Primarily virtual but there may be some in-person as well s.22**

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

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Professional Regulation & Oversight Branch
Health Sector Workforce and Beneficiary Services Division
Ministry of Health

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From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 7:47 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Thanks for chatting with me yesterday. This is a summary of what we discussed and my advice for next steps.

s.13

In the meantime, please proceed with the Ministerial Order.

If you have any questions, please let us know.

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

s.13

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

s.13

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The contractor will provide consulting services to the Ministry of Health (Ministry) during the term of the Agreement.

Outputs

The Contractor will act as the lead & oversee the amalgamation of 11 health profession regulatory colleges into 2 multi-professional health regulatory colleges.

The Contractor must exercise the powers and perform the duties of the board for each college. As per Ministerial Order # the Contractor is granted all the powers, duties and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 23 (as applicable) of the *Health Professions Designation and Amalgamation Regulation, B.C. Reg.270/2008*.

The amalgamation of specified colleges will include, but is not limited to:

- (a) the College of Dietitians of British Columbia;
- (b) the College of Psychologists of British Columbia;
- (c) the College of Optometrists of British Columbia;
- (d) the College of Opticians of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Occupational Therapists of British Columbia; and
- (g) the College of Speech and Hearing Health Professionals of British Columbia

The amalgamation of additional specified colleges will include, but is not limited to:

- (h) the College of Massage Therapists of British Columbia;
- (i) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia; and
- (k) the College of Chiropractors of British Columbia;

Services will be performed at the Contractor's place of business. In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Provide a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review, comment and sign off on all deliverables.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Provide leadership and oversee the amalgamation of health professional regulatory colleges.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Not applicable

Schedule C – Approved Subcontractor(s)

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Not Applicable

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

Not applicable

From: HLTH Contract Management HLTH:EX(HLTH.ContractManagement@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca); Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
To: HLTH Contract Management HLTH:EX (HLTH.ContractManagement@gov.bc.ca)
Subject: FW: Draft GSA for Leader for amalgamation for review
Sent: 07/06/2023 19:10:11
Attachments: GSA 2024-054 -v2.docx

Hi Moysal

I'm not understanding the edits made to Schedule A.

Schedule A –

- The Appendix A – does not actually get added to Schedule A . As per Part 3 you don't actually need to include it as reference to it (which I already included) incorporates it. If you actually want to include it, I can amend the wording in part 3 and add Appendix at the end.
- **s.13**
- You added third bullet to the “reporting periods” about Ministry staff. I already included this as item b for the inputs for the Province as it is not considered a reporting requirement

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Thursday, July 6, 2023 10:46 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: Draft GSA for Leader for amalgamation for review

Greetings,

Please find an edited copy attached.

Thank you,
Moysal

Moysal Sana

Policy Analyst
Professional Regulation & Oversight Branch
Health Sector Workforce and Beneficiary Services Division
Ministry of Health

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From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 1:27 PM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: Draft GSA for Leader for amalgamation for review

Hi Moysal
Please review the attached and let me know if you have any questions. If you are good with it, I'll reach out to RMB.
Thanks

Teresa O'Keefe
Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 1:07 PM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Teresa,

The below sounds fine with us – thank you.

Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:56 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

s.13

Thanks

Teresa O’Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:38 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hello,

Sounds good, thank you so much. Comments below.

Thank you,
Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 9:59 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Once I have a draft of the GSA, I can then reach out to RMB to confirm. I’ve already started drafting the GSA so I’ll just continue but I do need some additional information.

- Does the contractor have a middle name? **Allan Paul Seckel**
- The Contract Information Slip shows a total of \$100K. As per Core Policy, any contracts that are \$100K & over require the contractor to provide a Tax Verification Letter (TVL) before we can sign the

agreement. Would you like to change the contract amount to \$99K in order to avoid the requirement?

Can be \$99,999K, or \$99k – does contracts has a preference?

- Are the services being performed at the contractors place of business? What about meetings? Are they virtual or in person? Primarily virtual but there may be some in-person as well s.22

- Are you reimbursing for expenses? If so, how much of the contact value is being set aside for expenses? s.13

Once I have these answers, I'll update the GSA & then can email you a copy to review before I send to RMB
Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Wednesday, July 5, 2023 8:47 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

*appointee, in lieu of employee

From: Sana, Moysal HLTH:EX

Sent: Wednesday, July 5, 2023 8:45 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Teresa,

Thanks so much for the email, and for reaching out to the Risk Management Branch on our behalf regarding s.13; s.22 Are we able to receive confirmation from Risk Management Branch so we're able to present a draft contract to the prospective appointee? I'm happy to transfer our content to the formal GSA template, if that's helpful. Did we land on if we're able to use the draft Ministerial Order as an appendix in Schedule A? The prospective employee's name is Allan Seckel.

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 7:47 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Subject: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Thanks for chatting with me yesterday. This is a summary of what we discussed and my advice for next steps.

s.13

In the meantime, please proceed with the Ministerial Order.

If you have any questions, please let us know.

Thanks

Teresa O'Keefe

Contract Specialist

Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

Strategic Finance Branch

PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street

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GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: _____
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

s.13

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SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

s.13

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
 - (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor, pursuant to section 25.05 (4) of the *Health Professions Act* (Ministerial Order No. XXXX) and Order in Council XXX2023, will lead & oversee the amalgamation of the 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges during the term of the Agreement.

Outputs

Pursuant to the appointment of Allan Paul Seckel under section 25.05 (4) of the *Health Professions Act* (Ministerial Order No. XXXX) and Order in Council XXX2023, the Contractor will lead & oversee the amalgamation of the 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Schedule A - Appendix 1

The Contractor must exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008:

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Psychologists of British Columbia;
- (c) the College of Optometrists of British Columbia;
- (d) the College of Opticians of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Occupational Therapists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (h) the College of Massage Therapists of British Columbia;
- (i) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia;
- (k) the College of Chiropractors of British Columbia;

Services will be performed at the Contractor's place of business. In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform the service as outlined by MO XX/2023; and

- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.
- The Contractor must include Ministry staff as ex-officio members on any steering committees.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Not applicable

Schedule C – Approved Subcontractor(s)

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Not Applicable

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

Not applicable

From: HLTH Contract Management HLTH:EX(HLTH.ContractManagement@gov.bc.ca)
To: Nelson, Darren FIN:EX (Darren.Nelson@gov.bc.ca); HLTH Contract Management HLTH:EX (HLTH.ContractManagement@gov.bc.ca)
Subject: Review of GSA 2024-054 (removing 1-3 of Schedule D)
Sent: 07/06/2023 20:48:11
Attachments: GSA 2024-054 -v5 (clean for RMB review).docx

Hi Darren

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

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SCHEDULE A – SERVICES

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- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by
Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

Deleted:

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

- The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide leadership services during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. XXXX, the Contractor must lead & oversee the amalgamation of the 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractor's place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- Perform a qualified resource to perform the services; and
- Provide all the relevant equipment to perform the service.

The Province must:

- Provide clarification on all relevant issues;
- Provide Ministry staff as ex-officio members on any steering committees as required; and
- Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

- The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

- The Key Personnel of the Contractor are as follows:

- Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Not applicable

Schedule C – Approved Subcontractor(s)

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Not Applicable

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

Not applicable

From: HLTH Contract Management HLTH:EX(HLTH.ContractManagement@gov.bc.ca)
To: Nelson, Darren FIN:EX (Darren.Nelson@gov.bc.ca); HLTH Contract Management HLTH:EX (HLTH.ContractManagement@gov.bc.ca)
Subject: RE: Review of GSA 2024-054 (removing 1-3 of Schedule D)
Sent: 07/06/2023 21:42:39
Attachments: GSA 2024-054 -v5 (clean for RMB review).docx

Hi Darren

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>
Sent: Thursday, July 6, 2023 2:14 PM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: Review of GSA 2024-054 (removing 1-3 of Schedule D)

Hi Teresa,

s.13

Kind Regards,

Darren Nelson ACIP CRM
Senior Risk Management Consultant
Risk Management Branch and Government Security Office
Ministry of Finance – Provincial Treasury
Phone: 778 698-5746 | Mobile: 250 415-5739 | Fax: 250 356-6222

Learning and information for government Employees: [RMB & GSO Intranet](#) | [RM 100: Everyone is a Risk Manager](#) | [CGC Risk Notes](#)

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It should be clearly understood that the information contained within is not legal advice and is provided for guidance from a risk management perspective only. It is not intended as a comprehensive or exhaustive review of the law and readers are advised to seek independent legal advice where appropriate.

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Thursday, July 6, 2023 1:48 PM
To: Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: Review of GSA 2024-054 (removing 1-3 of Schedule D)

HI Darren

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *–Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No.(if applicable): Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

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SCHEDULE A – SERVICES

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- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
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SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address and fax number:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
 - (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
 - (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) “Event of Force Majeure” means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party’s obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) “Affected Party” means a party prevented from performing the party’s obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party’s obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party’s obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) “Event of Default” means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) “Insolvency Event” means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor’s liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor’s property, or
 - (vi) the Contractor ceases, in the Province’s reasonable opinion, to carry on business as a going concern.

Province’s options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
---	---

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide leadership services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. XXXX, the Contractor must lead & oversee the amalgamation of the 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractor's place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Professional Liability in an amount not less than \$1,000,000.00 per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

From: Nelson, Darren FIN:EX(Darren.Nelson@gov.bc.ca)
To: HLTH Contract Management HLTH:EX (HLTH.ContractManagement@gov.bc.ca)
Subject: RMB final changes to Schedule D 2024-054
Sent: 07/06/2023 22:07:46

Looks good to me 😊😊

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Thursday, July 6, 2023 2:43 PM
To: Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: Review of GSA 2024-054 (removing 1-3 of Schedule D)

Hi Darren

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>
Sent: Thursday, July 6, 2023 2:14 PM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: Review of GSA 2024-054 (removing 1-3 of Schedule D)

Hi Teresa,

s.13

Kind Regards,

Darren Nelson ACIP CRM
Senior Risk Management Consultant
Risk Management Branch and Government Security Office
Ministry of Finance – Provincial Treasury
Phone: 778 698-5746 | Mobile: 250 415-5739 | Fax: 250 356-6222

Learning and information for government Employees: [RMB & GSO Intranet](#) | [RM 100: Everyone is a Risk Manager](#) | [CGC Risk Notes](#)

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It should be clearly understood that the information contained within is not legal advice and is provided for guidance from a risk management perspective only. It is not intended as a comprehensive or exhaustive review of the law and readers are advised to seek independent legal advice where appropriate.

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Thursday, July 6, 2023 1:48 PM
To: Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: Review of GSA 2024-054 (removing 1-3 of Schedule D)

Hi Darren

s.13

Thanks

Teresa O’Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *–Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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DUPLICATE

From: HLTH Contract Management HLTH:EX(HLTH.ContractManagement@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca); HLTH Contract Management HLTH:EX (HLTH.ContractManagement@gov.bc.ca)
Subject: RE: Contract Pre-Approval Form Questions
Sent: 06/20/2023 21:35:16

Hi Moysal,

The earliest I would advise is after the pre-approval has been approved. Otherwise, DPSP wont be able to accurately review in case anything changes with the scope or budget of the contract.

Emailing DPSP is [step 13 of the procurement process](#). If you click the link on step 13 an email draft will pop up with the email you would send to DPSP.

Here is what is listed on the email to provide:

- A copy of the contract or a summary of the services the contractor will be providing (e.g. information contained within a GSA/CIN or a project charter/plan);
- Details regarding any collection, use and/or disclosure of personal information over the course of the associated project, program or activity; and
- Any other information relating to the project, program or activity the contract is associated with.

Thank you,

-Darren

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Tuesday, June 20, 2023 1:26 PM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: Contract Pre-Approval Form Questions

Thanks so much. Can I also ask when is the earliest we can email the [Digital Policy, Security and Privacy \(DPSP\) Branch](#) for their review? Do we need our pre-approval contract form to be approved first, and then add that as an attachment to the email to them (or, which attachments are required)?

Thank you,
Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Monday, June 19, 2023 9:44 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: RE: Contract Pre-Approval Form Questions

Good morning Moysal,

My answers are below in red, please feel free to reach out over a call as well.

Thank you,



Darren Manivong

Contract Analyst

Financial Analysis and Decision Support | Finance and Corporate Services
1515 Blanshard St, Victoria BC V8W 3C8
T: (778) 405-5018 | E: Darren.Manivong@gov.bc.ca

I respectfully and gratefully acknowledge that I live and work on the traditional territory of the Lekwungen-speaking people, including the Songhees and Esquimalt First Nations whose historical relationship with the land continues to this day.

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Friday, June 16, 2023 3:01 PM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Subject: Contract Pre-Approval Form Questions

Greetings,

A few questions we were hoping to seek your guidance on when drafting the contract pre-approval form.

1. Would be possible to contract with the contractor's professional corporation name? **Is this in reference to your third question? We would need the corporation's name.**
2. The anticipated contract term is from July 5, 2023 – June 28, 2024 – for the financial commitment section – should we just put FY23/25 – using only one row? **Each fiscal year will need to be on its own line. (23/24 and 24/25)**
3. For section 5.2 – would we just put the contractor's legal name and then under "doing business as" would we place their professional corporation name? **This is correct.**

Thank you,
Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No.(if applicable):Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

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SCHEDULE A – SERVICES

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- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
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- Part 3 - Expenses**
- Part 4 - Statements of Account**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address and fax number:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
 - (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
 - (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) “Event of Force Majeure” means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party’s obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) “Affected Party” means a party prevented from performing the party’s obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party’s obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party’s obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) “Event of Default” means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) “Insolvency Event” means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor’s liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor’s property, or
 - (vi) the Contractor ceases, in the Province’s reasonable opinion, to carry on business as a going concern.

Province’s options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. XXXX, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

From: HLTH Contract Management HLTH:EX(HLTH.ContractManagement@gov.bc.ca)
Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca); HLTH Contract Management HLTH:EX
To: (HLTH.ContractManagement@gov.bc.ca); Bennett, Christopher HLTH:EX
(Christopher.Bennett@gov.bc.ca)
To: Nelson, Darren FIN:EX (Darren.Nelson@gov.bc.ca)
Subject: RE: GSA 2024-054 - s.22
Sent: 07/26/2023 17:31:19

Thanks 😊😊

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe -Dr. Bonnie Henry

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 26, 2023 10:16 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>
Subject: RE: GSA 2024-054 - s.22

Hi Teresa,

Yes.

When that is filled out we can provide with a copy.

Thank you,
Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 26, 2023 10:14 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>
Subject: FW: GSA 2024-054 - s.22

Thanks Moysal

I notice the bottom part of section 1 has not been completed. I assume this section means the appointee also needs to have a witness sign

s.22

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
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Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 26, 2023 9:56 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Cc: Nelson, Darren FIN:EX <Darren.Nelson@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: GSA 2024-054 - s.22

Greetings all,

s.22

Thanks Teresa for your questions I thought it might be easier to outline the questions and responses on here, and loop Darren in as well in case any further clarification is needed.

s.22

I hope this helps. Please let us know if you need anything else.

Thank you,
Moysal

Moysal Sana

Policy Analyst
Professional Regulation & Oversight Branch
Health Sector Workforce and Beneficiary Services Division
Ministry of Health

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GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054

Requisition No.: _____

Solicitation No.(if applicable):Ministerial Order #M217

Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel

Supplier No.: s.22

Telephone No.: s.22

E-mail Address: _____

Website: N/A

Financial Information

Client: 026

Responsibility Centre: 66916

Service Line: 44550

STOB: 6001

Project: 6600000

Template version: September 16, 2022

**Corporate Contract Template issued by
OCG under TB Directive 1/23**

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SCHEDULE A – SERVICES

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- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

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- Part 2 - Fees**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update 31st day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
 - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 31st, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. M217, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

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Withheld pursuant to/removal as

s.22

Appendix: the “Entity”

Please find below a list each of the amalgamating colleges (the “Entity”) that the “Appointee” has been appointed to:

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia;
- (h) the College of Chiropractors of British Columbia;
- (i) the College of Massage Therapists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia;
- (k) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

From: O'Keefe, Teresa HLTH:EX(Teresa.O'Keefe@gov.bc.ca)
To: Nelson, Darren FIN:EX (Darren.Nelson@gov.bc.ca); O'Keefe, Teresa HLTH:EX (Teresa.O'Keefe@gov.bc.ca)
Subject: Conversation with Nelson, Darren FIN:EX
Sent: 07/27/2023 17:44:46

O'Keefe, Teresa HLTH:EX 10:33 AM:

s.22

Nelson, Darren FIN:EX 10:40 AM:

i don't think so?

Nelson, Darren FIN:EX 10:40 AM:

the point of the program is to capture the intent of the province

O'Keefe, Teresa HLTH:EX 10:41 AM:

sounds good. just wanted to double check as it specifies "witness signature" not "witness name"

Nelson, Darren FIN:EX 10:42 AM:

i dunno I am not a legal beagle :)

Nelson, Darren FIN:EX 10:42 AM:

but i don't think it really matters

O'Keefe, Teresa HLTH:EX 10:42 AM:

WHAT!!!!!! I thought you knew everything LOL

Nelson, Darren FIN:EX 10:42 AM:

snort

O'Keefe, Teresa HLTH:EX 10:42 AM:

(rofl)

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Withheld pursuant to/removed as

s.14

Page 0380 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 0381 of 2093

Withheld pursuant to/removal as

s.14

From: O'Keefe, Teresa HLTH:EX(Teresa.O'Keefe@gov.bc.ca)
To: HLTH Contract Admin HLTH:EX (HLTH.contractadmin@gov.bc.ca)
Subject: Create PO 2024-054
Sent: 07/27/2023 17:38:23
Attachments: CIS 2024-054 - FINAL.docx

Hi Team

Please create PO 2024-054, based on the attached CIS.

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

Warning: This email is intended only for the use of the individual or organization to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please telephone or e-mail the sender immediately and delete the message.

CONTRACTS AND PROCUREMENT
CONTRACT INFORMATION SLIP

Purpose: To summarize executed contract details in preparation of a purchase order to track contract commitments and pay invoices.

Section 1 - Contract Details	
Contractor Name: Allan Paul Seckel <i>(Legal name and if individual, name on government issued ID)</i>	Contract #: 2024-054 <i>(Issued by Contract Management. Will be used as PO #)</i>
Contractor Address: s.22 s.22	Term: July 31, 2023 to June 28, 2024
Key Personnel Name(s): N/A <i>(Name of individuals performing the services)</i>	Possible Extension: N/A <i>(e.g., two 1-year terms)</i>
Brief Description of Services: Act as a lead & oversee the amalgamation of 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges by June 28, 2024	

Section 2 – Responsible Party	
Division: Health Sector Workforce and Beneficiary Services	Branch: Professional Regulation and Oversight
Program Area Contact: Mark McKinnon/Christopher Bennett	Contract Manager: Mark McKinnon/Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark McKinnon/Christopher Bennett

Section 3 - Solicitation/PO Info	
Procurement Process: Another Competitive Process Used (e.g. using an RFQ list)** (101)	
Solicitation # (RFP or NRQ #): Ministerial Order #M217	
PO Class Code: C - CONTRACT	
PO Category (do not change this): UNSPSC TWO	Subcategory (do not change this): 80101500

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)						
Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Total Amount
23/24	026	66916	44550	6001	6600000	\$81,000
24/25	026	66916	44550	6002	6600000	\$9,000
24/25	026	66916	44550	6001	6600000	\$8,999
24/25	026	66916	44550	6002	6600000	\$1,000
Total Contract Amount:						\$99,999
Additional Information (if required): <i>(Please note any specific Line description required or if any special considerations are required in setting up this PO)</i>						

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054

Requisition No.: _____

Solicitation No.(if applicable):Ministerial Order #M217

Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel

Supplier No.: s.22

Telephone No.: s.22

E-mail Address: _____

Website: N/A

Financial Information

Client: 026

Responsibility Centre: 66916

Service Line: 44550

STOB: 6001

Project: 6600000

Template version: September 16, 2022

**Corporate Contract Template issued by
OCG under TB Directive 1/23**

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SCHEDULE A – SERVICES

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- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

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SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update 31st day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
 - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>27th</u> day of <u>July</u>, 20<u>23</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Allan P. Seckel</u></p> <p>Print Name(s)</p> <p>Print Title(s)</p>	<p>SIGNED on the <u>27th</u> day of <u>July</u>, 20<u>23</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Mark Armitage</u></p> <p>Print Name</p> <p><u>Associate Deputy Minister, Health Human Resources</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 31st, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. M217, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from ^{s.22} on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

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Withheld pursuant to/removed as

s.14

Page 0413 of 2093 to/à Page 0414 of 2093

Withheld pursuant to/removed as

s.13

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Withheld pursuant to/removed as

s.13 ; s.22

Page 0416 of 2093

Withheld pursuant to/removal as

s.13

CONTRACTS AND PROCUREMENT
CONTRACT PRE-APPROVAL REQUEST

Purpose: To obtain the required pre-approval of all potential contracts and procurements before contracting goods or services. It must be completed and approved in accordance with the contract and procurement process found on [Health ePlace](#). Questions about this form can be directed to Contracts and Procurement, HLTH.ContractManagement@gov.bc.ca.

Section 1 - Contract and Procurement Type

This form is required for pre-approval of the following:

- STOB 60, 61, 63: Professional Services and Information Systems
- STOB 80: Shared Cost Arrangements
- STOB 50 or 60: Secondments

Select the appropriate Contract Type for your request: **STOB 60, 61, 63 - Direct Award**

Section 2 - Responsible Party

Division: Health Sector Workforce and Beneficiary Services Division	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennett

Section 3 - Service Details

Brief Description of Work/Services:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA) will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

The Ministry issued a news release on October 19, 2022 introducing the Health Professions and Occupations Act and other health professions modernization efforts, including an intent to create two umbrella regulators (<https://news.gov.bc.ca/releases/2022HLTH0202-001566>). One college would regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing health professionals. The other would regulate chiropractors, massage therapists, naturopathic physicians, traditional Chinese medicine practitioners and acupuncturists.

s.13

Section 25.05(4) of the HPA enables the Minister to appoint a leader to support the amalgamations. An appointee would have the powers of the college boards as it relates to amalgamation matters while allowing the 11 college boards to continue their roles/powers in oversight of their colleges' day-to-day functioning. As the smallest health regulatory colleges in BC, the 11 lack leadership and resources required to implement a June 2024 amalgamation without Ministry support, without potentially compromising their core public safety roles.

On April 25, 2023, the Deputy Minister sent a letter to the regulatory college board chairs confirming the intent of amalgamating the 11 colleges into two umbrella regulators and the projected in-force date of June 2024. Additionally, the letter confirmed the intent that the Ministry would support the amalgamation financially.

Justification for Outsourcing:

In order to facilitate an orderly transition during amalgamation of regulatory colleges, section 25.05(04) of the Health Professions Act specifically sets out that the Minister of Health may appoint a person or persons to perform the duties of a board of a former college.

In addition to the legal parameters surrounding an appointment, the Ministry does not have the internal resources/expertise required to lead a complex regulatory amalgamation involving 11 regulatory colleges.

Describe the Impact on Program Delivery if not approved:

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Anticipated Term: Start: 2023-07-05 End: 2024-06-28

Include Option to Renew? ☒ Yes ☐ No

Number of renewals and duration - month(s), year(s):

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)

Maximum Contract Total Value:

Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Amount
FY23/24	026	66916	44550	6001	6600000	\$100,000.00
FY24/25	026	66916	44550	6001	6000000	

Section 5 – Procurement Process

Select the Procurement Process: Direct Award - Sole Source (201)

If you chose Competitive Process for STOB 60,61,63 – skip to Section 7, Approvals

If you chose Competitive Process for STOB 80 – skip to Section 6, STOB 80 Shared Cost Arrangement (Government Transfer Request)

If you chose Direct Award (including Secondments) – proceed to Section 5.1, Direct Award Justification

Section 5.1 - Direct Award Justification

This section is required if any of the Direct Award options are selected.

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition and complete the justification/explanation that justifies the direct award.

Select one	Code	Policy Re: Direct Awards	Justification/Explanation
<input type="checkbox"/>	200	The contract is with another government organization [CPPM 6.3.2-39 (d)]	Name the government organization:
<input checked="" type="checkbox"/>	201	The ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods or service [CPPM 6.3.2-39 (d)]	<p>What evidence do you have to support that only one contractor is qualified? <i>e.g. expression of interest, no objection to a notice of intent.</i> Minister appointment under section 25.05(4) of the Health Professions Act</p> <p>If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? <i>e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.</i></p>

			Additional details:
<input type="checkbox"/>	202	an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process [CPPM 6.3.2-39 (d)]	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award:
<input type="checkbox"/>	203	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. [CPPM 6.3.2-39 (d)]	Explain why the competitive process would cause this interference:
<input type="checkbox"/>	204	the acquisition is of a confidential nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality [CPPM 6.3.2-39 (d)]	Explain the risks of disclosing the confidential or privileged acquisition:
<input type="checkbox"/>	208	STOB 80 only: A shared cost arrangement where financial assistance is provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary-individual or family or legal guardian of that individual under a community/social service program)	Explain why the financial assistance is being provided:
<input type="checkbox"/>	209	STOB 80 only: A shared cost agreement where a competitive selection is not appropriate.	Explain why a competitive selection is not appropriate, e.g. what are the risks of a competition?

Section 5.2 - Contractor Information	
<i>This section is required if any of the Direct Award options are selected In Section 5.</i>	
Contractor legal name: Allan Seckel	
Doing business as (if different from above):	
Address:	Postal code:
Phone:	Email: s.22

Section 6 – All STOB 80 Shared Cost Arrangement (Government Transfer Request)	
As per CPPM Policy Chapter 21: Government Transfers , to be completed if a shared cost arrangement is being requested.	
Background and Strategic Context	Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan:
Financial Impact	What is the total fiscal impact on the Ministry's budget (by year if multiyear)? Is the transfer onetime or will there be an ongoing need? Do the stipulations support 1yr or multiyear funding?
Transfer Recipient/	Describe the scope or extent of benefits that would be created, describe the nature of the client group that would benefit (seniors, community groups etc.). Was the Recipient chosen using a fair, open and transparent

Benefits	process? Is the Recipient expected to match funds and will they have the ability to pay back funds if stipulations are not met?
Identify Risks	Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?
Evaluation and monitoring	How will you know whether the objectives have been met, do you have clear success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement?
Additional approvals	Are there any additional approvals needed from either Cabinet or Treasury Board? Is legislation required?

Section 7 – Approvals <i>(Signature below or eApprovals are accepted in lieu of physical signatures)</i>			
Approval Route	Print Name	Signature	Date Signed
Contract Manager	Mark MacKinnon & Christopher Bennett		
Decision Support	Lintao Liu		
Contracts and Procurement Team	Teresa O'Keefe		
Expense Authority (EA)	Mark Armitage		
Chief Financial Officer (CFO) <i>ONLY required for STOB 80 contracts</i>	N/A		
Executive Financial Officer (EFO) <i>ONLY required for direct award contracts</i>	Rob Byers		

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Brief Description of Work/Services:

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The Ministry issued a news release on October 19, 2022 introducing the Health Professions and Occupations Act and other health professions modernization efforts, including an intent to create two umbrella regulators (<https://news.gov.bc.ca/releases/2022HLTH0202-001566>). One college would regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing health professionals. The other would regulate chiropractors, massage therapists, naturopathic physicians, traditional Chinese medicine practitioners and acupuncturists.

s.13

Section 25.05(4) of the HPA enables the Minister to appoint a leader to support the amalgamations. An appointee would have the powers of the college boards as it relates to amalgamation matters while allowing the 11 college boards to continue their roles/powers in oversight of their colleges' day-to-day functioning. As the smallest health regulatory colleges in BC, the 11 lack leadership and resources required to implement a June 2024 amalgamation without Ministry support, without potentially compromising their core public safety roles.

On April 25, 2023, the Deputy Minister sent a letter to the regulatory college board chairs confirming the intent of amalgamating the 11 colleges into two umbrella regulators and the projected in-force date of June 2024. Additionally, the letter confirmed the intent that the Ministry would support the amalgamation financially.

Justification for Outsourcing:

In order to facilitate an orderly transition during amalgamation of regulatory colleges, section 25.05(04) of the Health Professions Act specifically sets out that the Minister of Health may appoint a person or persons to perform the duties of a board of a former college.

In addition to the legal parameters surrounding an appointment, the Ministry does not have the internal resources/expertise required to lead a complex regulatory amalgamation involving 11 regulatory colleges.

Describe the Impact on Program Delivery if not approved:

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Anticipated Term: Start: 2023-07-05 End: 2024-06-28

Include Option to Renew? ☐ Yes ☒ No

Number of renewals and duration - month(s), year(s):

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)

Maximum Contract Total Value:

Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6000000	\$10,000

Section 5 – Procurement Process

Select the Procurement Process: Direct Award - Sole Source (201)

If you chose Competitive Process for STOB 60,61,63 – skip to Section 7, Approvals

If you chose Competitive Process for STOB 80 – skip to Section 6, STOB 80 Shared Cost Arrangement (Government Transfer Request)

If you chose Direct Award (including Secondments) – proceed to Section 5.1, Direct Award Justification

Section 5.1 - Direct Award Justification

This section is required if any of the Direct Award options are selected.

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition and complete the justification/explanation that justifies the direct award.

Select one	Code	Policy Re: Direct Awards	Justification/Explanation
<input type="checkbox"/>	200	The contract is with another government organization [CPPM 6.3.2-39 (d)]	Name the government organization:
<input checked="" type="checkbox"/>	201	The ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods or service [CPPM 6.3.2-39 (d)]	<p>What evidence do you have to support that only one contractor is qualified? <i>e.g. expression of interest, no objection to a notice of intent.</i> Minister appointment under section 25.05(4) of the Health Professions Act</p> <p>If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? <i>e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.</i></p>

			Additional details:
<input type="checkbox"/>	202	an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process [CPPM 6.3.2-39 (d)]	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award:
<input type="checkbox"/>	203	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. [CPPM 6.3.2-39 (d)]	Explain why the competitive process would cause this interference:
<input type="checkbox"/>	204	the acquisition is of a confidential nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality [CPPM 6.3.2-39 (d)]	Explain the risks of disclosing the confidential or privileged acquisition:
<input type="checkbox"/>	208	STOB 80 only: A shared cost arrangement where financial assistance is provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary-individual or family or legal guardian of that individual under a community/social service program)	Explain why the financial assistance is being provided:
<input type="checkbox"/>	209	STOB 80 only: A shared cost agreement where a competitive selection is not appropriate.	Explain why a competitive selection is not appropriate, e.g. what are the risks of a competition?

Section 5.2 - Contractor Information

This section is required if any of the Direct Award options are selected In Section 5.

Contractor **legal** name: Allan Seckel

Doing **business as** (if different from above): Sunningdale Consulting Inc

Address: s.22

Postal code: s.22

Phone: s.22

Email: s.22

Section 6 – All STOB 80 Shared Cost Arrangement (Government Transfer Request)

As per [CPPM Policy Chapter 21: Government Transfers](#), to be completed if a shared cost arrangement is being requested.

Background and Strategic Context	Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan:
Financial Impact	What is the total fiscal impact on the Ministry's budget (by year if multiyear)? Is the transfer onetime or will there be an ongoing need? Do the stipulations support 1yr or multiyear funding?
Transfer Recipient/	Describe the scope or extent of benefits that would be created, describe the nature of the client group that would benefit (seniors, community groups etc.). Was the Recipient chosen using a fair, open and transparent

Benefits	process? Is the Recipient expected to match funds and will they have the ability to pay back funds if stipulations are not met?
Identify Risks	Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?
Evaluation and monitoring	How will you know whether the objectives have been met, do you have clear success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement?
Additional approvals	Are there any additional approvals needed from either Cabinet or Treasury Board? Is legislation required?

Section 7 – Approvals <i>(Signature below or eApprovals are accepted in lieu of physical signatures)</i>			
Approval Route	Print Name	Signature	Date Signed
Contract Manager	Mark MacKinnon & Christopher Bennett		
Decision Support	Lintao Liu		
Contracts and Procurement Team	Teresa O'Keefe		
Expense Authority (EA)	Mark Armitage		
Chief Financial Officer (CFO) <i>ONLY required for STOB 80 contracts</i>	N/A		
Executive Financial Officer (EFO) <i>ONLY required for direct award contracts</i>	Rob Byers		

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: Contract Preapproval Request - Amalgamation - cb comments
Sent: 06/16/2023 21:21:50
Attachments: Contract Preapproval Request - Amalgamation - cb comments.docx

CONTRACTS AND PROCUREMENT
CONTRACT PRE-APPROVAL REQUEST

Purpose: To obtain the required pre-approval of all potential contracts and procurements before contracting goods or services. It must be completed and approved in accordance with the contract and procurement process found on [Health ePlace](#). Questions about this form can be directed to Contracts and Procurement, HLTH.ContractManagement@gov.bc.ca.

Section 1 - Contract and Procurement Type

This form is required for pre-approval of the following:

- STOB 60, 61, 63: Professional Services and Information Systems
- STOB 80: Shared Cost Arrangements
- STOB 50 or 60: Secondments

Select the appropriate Contract Type for your request: **STOB 60, 61, 63 - Direct Award**

Section 2 - Responsible Party

Division: Health Sector Workforce and Beneficiary Services Division	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennett

Section 3 - Service Details

Brief Description of Work/Services:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA) will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

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Describe the Impact on Program Delivery if not approved:

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Include Option to Renew? ☒ Yes ☐ No

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Doing **business as** (if different from above):

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GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Sunningdale Consulting Inc.</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address: _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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get deleted so this Table of Contents is accurate.]*

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SCHEDULE A – SERVICES

- Part 1 – Term**
- Part 2 – Services**
- Part 3 – Related Documentation**
- Part 4 – Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 – Maximum Amount Payable**
- Part 2 – Fees**
- Part 3 – Expenses**
- Part 4 – Statements of Account**
- Part 5 – Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Sunningdale Consulting Inc. @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

▲ Email: s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

▲ Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are "quoted," remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 5, 2023 and ends on June 28, 2024.

2.

PART 2. SERVICES:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA), the "Contractor", will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

The "Contractor" must lead and oversee the work necessary for the 11 health profession regulatory colleges to be amalgamated into two multi-professional health profession colleges by June 28, 2024.

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: "The Contractor must..."]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors' efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor's progress. Useful reports can signal a need to re-focus a contractor's efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) Deliver X by date [describe what X is in detail to be clear]
- b) Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]
- c) Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- a. Provide a qualified resource to perform the service;
- b. Provide all the relevant equipment to perform the service;

The Province must:

- a. Provide clarification on all relevant issues; and
- b. Review, comment and sign off on all deliverables.

[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[*Important:** When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.
- Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

[*Important:** If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);
- If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and
- Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.

[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

Outcomes

The 11 amalgamating colleges, College of Chiropractors of BC, College of Dietitians of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC, College of Speech and Hearing Health Professionals of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC, must be legally amalgamated into 2 two multi-professional health profession colleges by June 28, 2024.

s.13

[“Outcomes” means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that “outcomes” will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert “See attached Outcomes” here and attach list of outcomes in separate document labeled “Outcomes” attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.

s.13

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state “Not applicable” under section 1. and move on to Part 4.]

- The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type “Not applicable” here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

- The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

Appendix 2 – Solicitation document excerpt

Appendix 3 – Proposal excerpt

NOT APPLICABLE

Appendix 4 – **[specify]**

ATTACHED: NOT APPLICABLE

ATTACHED: NOT APPLICABLE

ATTACHED: ☐ Error! Bookmark not defined.

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate “Attached” and if Not Applicable, don’t mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:
[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state "not applicable" but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor's requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

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Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES: **[Choose one or a combination of the following and delete the rest.]**

Daily Rate

Fees: at a rate of \$____ per day (based on a day of ____ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#). Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

Rate per Unit/Deliverable

Fees: at a rate of \$____ for each [unit/deliverable] provided by the Contractor as Services during the Term up to ____ [units/deliverables].

Flat Rate

Fees: \$____ for performing the Services during the Term.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]

3. EXPENSES:

Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change:

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for **[insert description of billing period here- see examples below]** (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."**]**

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of

[Choose one of the following:

For Daily Rate situations

- "all hours worked on each day during the Billing Period";

For Hourly Rate situations

- "all hours worked during the Billing Period";

For Rate per Unit/Deliverable situations

- "all (units/deliverables) provided during the Billing Period"]

for which the Contractor claims fees and a description of the applicable fee rates;

- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

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[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;

- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Interest Due An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

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Schedule C – Approved Subcontractor(s)

[Approving subcontractors using Schedule C is optional.]

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If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

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1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***

<http://www.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm>

OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace "," at the end of paragraph (a) and substitute "; and". If not requiring additional insurance, delete "(b)".]
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the *Freedom of Information and Protection of Privacy Act*) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the privacy protection schedule for cloud services provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) **“unauthorized disclosure of personal information”** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

- 9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

- 10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

- 11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
- 13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
- 14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

- 15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

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[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

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Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)]

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or*
- (2) preserve the integrity or availability of any record.*

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or*
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.*

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed),*
- Click request Documents,*
- Enter all required information, then select Next,*
- Review and certify the information given is correct, then select Submit.]*

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;***
- the Agreement is being entered into in response to an unforeseen emergency;***
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.***

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017

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[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

USE AS GUIDE ONLY

GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u> Contractor Information Supplier Name: <u>Allan Seckel</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>[must be filled out]</u> E-mail Address: <u>s. 22</u> Website: <u>[if known]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u> Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23
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[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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get deleted so this Table of Contents is accurate.]*

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SCHEDULE A – SERVICES

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- Part 3 – Related Documentation**
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SCHEDULE B – FEES AND EXPENSES

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SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

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THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Allan Seckel @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

@ADDRESS

@POSTAL CODE

@FAX NUMBER

Email: s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov. Govt
Victoria BC V8W 9P4

Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

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The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
---	---

[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

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[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are “quoted,” remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, *[delete if no extension option to be provided for in 2]* The term of this Agreement commences on July 5, 2023 and ends on June 28, 2024.
2. *[Specify any option to extend the term here or delete.]*
At the discretion of the Province, the Term may be extended for an additional one-year term.

PART 2. SERVICES:

Allan Seckel, the “Contractor”, appointed under 25.05 (4) of the Health Professions Act (HPA) will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

Allan Seckel, the “Contractor”, will lead the consolidation of all college operations for the two amalgamations, including, but not limited to integration of:

- o Financial systems and reporting;
- o Human resources, staffing and committees (e.g., severance/retention, reorganization, benefits);
- o IT and registry systems (e.g., implementing revised IT infrastructure and support and registry systems/database, websites, applications);
- o Corporate planning/integration (e.g., stakeholder relationships, new entity setup, contingency, strategic planning).

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: “The Contractor must...”]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors’ efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor’s progress. Useful reports can signal a need to re-focus a contractor’s efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) Deliver X by date [describe what X is in detail to be clear]*
- b) Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]*

- c) *Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]*

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- a. *Provide a qualified resource to perform the service;*
- b. *Provide all the relevant equipment to perform the service;*

The Province must:

- a. *Provide clarification on all relevant issues; and*
- b. *Review, comment and sign off on all deliverables.*

[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[Important:*** When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- *If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.*
- *Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.*
- *If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.*

[Important:*** If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- *The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);*
- *If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and*
- *Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.*

[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

Outcomes

[The 11 amalgamating colleges, College of Chiropractors of BC, College of Dietitians of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of](#)

[BC, College of Speech and Hearing Health Professionals of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC, must be legally amalgamated into 2 two multi-professional health profession colleges by June 28, 2024.](#)

[“Outcomes” means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that “outcomes” will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert “See attached Outcomes” here and attach list of outcomes in separate document labeled “Outcomes” attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

[The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.](#)

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

[Not Applicable](#)

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state “Not applicable” under section 1. and move on to Part 4.]

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type “Not applicable” here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

Appendix 2 – Solicitation document excerpt

Appendix 3 – Proposal excerpt

NOT APPLICABLE

Appendix 4 – *[specify]*

ATTACHED: NOT APPLICABLE

ATTACHED: NOT APPLICABLE

ATTACHED: ☐ Error! Bookmark not defined.

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate “Attached” and if Not Applicable, don’t mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state "not applicable" but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor's requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

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Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES: **[Choose one or a combination of the following and delete the rest.]**

Daily Rate

Fees: at a rate of \$____ per day (based on a day of ____ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Hourly Rate

Fees: at a rate of \$____ per hour for those hours during the Term when the Contractor provides the Services.

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#). Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

***Fees:** The current rate is \$____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.*

Rate per Unit/Deliverable

Fees: at a rate of \$____ for each [unit/deliverable] provided by the Contractor as Services during the Term up to ____ [units/deliverables].

Flat Rate

Fees: \$____ for performing the Services during the Term.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

***Fees:** \$60,000.00 for performing the Services during the Term, payable as follows:*

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]

3. EXPENSES:

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Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change:

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Commented [A14]: TBD

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."**]**

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of
[Choose one of the following:
For Daily Rate situations
- "all hours worked on each day during the Billing Period";
For Hourly Rate situations
- "all hours worked during the Billing Period";
For Rate per Unit/Deliverable situations
- "all (units/deliverables) provided during the Billing Period"]
for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;

- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Interest Due An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

USE AS GUIDE ONLY

Schedule C – Approved Subcontractor(s)

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[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***

<http://www.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm>

OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the [Freedom of Information and Protection of Privacy Act](#)) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the [privacy protection schedule for cloud services](#) provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) **“unauthorized disclosure of personal information”** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

- 9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

- 10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

- 11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
- 13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
- 14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

- 15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
 - (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

USE AS GUIDE ONLY

Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)]

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or*
- (2) preserve the integrity or availability of any record.*

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or*
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.*

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed),*
- Click request Documents,*
- Enter all required information, then select Next,*
- Review and certify the information given is correct, then select Submit.]*

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;*
- the Agreement is being entered into in response to an unforeseen emergency;*
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.*

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

- In this Schedule:
 - “Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - “Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
- As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
- Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

**Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017**

[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

USE AS GUIDE ONLY

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Withheld pursuant to/removed as

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GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Sunningdale Consulting Inc</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address: _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

s.13

[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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SCHEDULE A – SERVICES

- Part 1 – Term**
- Part 2 – Services**
- Part 3 – Related Documentation**
- Part 4 – Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 – Maximum Amount Payable**
- Part 2 – Fees**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Sunningdale Consulting Inc. @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

▲ Email: s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

▲ Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

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Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

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Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Deleted: '

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

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Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are “quoted,” remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 5, 2023 and ends on June 28, 2024.

2.

PART 2. SERVICES:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA), the “Contractor”, will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

The “Contractor” must lead and oversee the work necessary for the 11 health profession regulatory colleges to be amalgamated into two multi-professional health profession colleges by June 28, 2024.

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: “The Contractor must...”]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors’ efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor’s progress. Useful reports can signal a need to re-focus a contractor’s efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) *Deliver X by date [describe what X is in detail to be clear]*
- b) *Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]*
- c) *Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]*

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

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Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- Provide a qualified resource to perform the service;
- Provide all the relevant equipment to perform the service;

The Province must:

- Provide clarification on all relevant issues; and
- Review, comment and sign off on all deliverables.

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[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[*Important:** When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.
- Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

[*Important:** If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);
- If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and
- Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.

[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

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Outcomes

The 11 amalgamating colleges, College of Chiropractors of BC, College of Dietitians of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC, College of Speech and Hearing Health Professionals of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC, must be legally amalgamated into 2 two multi-professional health profession colleges by June 28, 2024.

[“Outcomes” means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that “outcomes” will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert “See attached Outcomes” here and attach list of outcomes in separate document labeled “Outcomes” attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state “Not applicable” under section 1. and move on to Part 4.]

- The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type “Not applicable” here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

- The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

Appendix 2 – Solicitation document excerpt

Appendix 3 – Proposal excerpt

NOT APPLICABLE

Appendix 4 – **[specify]**

ATTACHED: NOT APPLICABLE

ATTACHED: NOT APPLICABLE

ATTACHED: ☐ Error! Bookmark not defined.

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate “Attached” and if Not Applicable, don’t mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state "not applicable" but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor's requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

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Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

Deleted: _____

2. FEES: [Choose one or a combination of the following and delete the rest.]

Daily Rate

Fees: at a rate of \$____ per day (based on a day of ____ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

Deleted: _____

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#). Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

Rate per Unit/Deliverable

Fees: at a rate of \$____ for each [unit/deliverable] provided by the Contractor as Services during the Term up to ____ [units/deliverables].

Flat Rate

Fees: \$____ for performing the Services during the Term.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]

3. EXPENSES:

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Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change:

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for **[insert description of billing period here- see examples below]** (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."**]**

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of

[Choose one of the following:

For Daily Rate situations

- "all hours worked on each day during the Billing Period";

For Hourly Rate situations

- "all hours worked during the Billing Period";

For Rate per Unit/Deliverable situations

- "all (units/deliverables) provided during the Billing Period"]

for which the Contractor claims fees and a description of the applicable fee rates;

- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;

- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Interest Due An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

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Schedule C – Approved Subcontractor(s)

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[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

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[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***

<http://www.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm>

OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace "," at the end of paragraph (a) and substitute "; and". If not requiring additional insurance, delete "(b)".]
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

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Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the *Freedom of Information and Protection of Privacy Act*) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the privacy protection schedule for cloud services provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) **“unauthorized disclosure of personal information”** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

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Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)]

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[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or*
- (2) preserve the integrity or availability of any record.*

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or*
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.*

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed),*
- Click request Documents,*
- Enter all required information, then select Next,*
- Review and certify the information given is correct, then select Submit.]*

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;***
- the Agreement is being entered into in response to an unforeseen emergency;***
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.***

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017

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[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

USE AS GUIDE ONLY

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CONTRACTS AND PROCUREMENT
CONTRACT PRE-APPROVAL REQUEST

Purpose: To obtain the required pre-approval of all potential contracts and procurements before contracting goods or services. It must be completed and approved in accordance with the contract and procurement process found on [Health ePlace](#). Questions about this form can be directed to Contracts and Procurement, HLTH.ContractManagement@gov.bc.ca.

Section 1 - Contract and Procurement Type

This form is required for pre-approval of the following:

- STOB 60, 61, 63: Professional Services and Information Systems
- STOB 80: Shared Cost Arrangements
- STOB 50 or 60: Secondments

Select the appropriate Contract Type for your request: **STOB 60, 61, 63 - Competitive**

Section 2 - Responsible Party

Division: Health Sector Workforce and Beneficiary Services	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennett

Section 3 - Service Details

Brief Description of Work/Services:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA) will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

The Ministry issued a news release on October 19, 2022 introducing the Health Professions and Occupations Act and other health professions modernization efforts, including an intent to create two umbrella regulators (<https://news.gov.bc.ca/releases/2022HLTH0202-001566>). One college would regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing health professionals. The other would regulate chiropractors, massage therapists, naturopathic physicians, traditional Chinese medicine practitioners and acupuncturists.

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Section 25.05(4) of the HPA enables the Minister to appoint a leader to support the amalgamations. An appointee would have the powers of the college boards as it relates to amalgamation matters while allowing the 11 college boards to continue their roles/powers in oversight of their colleges' day-to-day functioning. As the smallest health regulatory colleges in BC, the 11 lack leadership and resources required to implement a June 2024 amalgamation without Ministry support, without potentially compromising their core public safety roles.

On April 25, 2023, the Deputy Minister sent a letter to the regulatory college board chairs confirming the intent of amalgamating the 11 colleges into two umbrella regulators and the projected in-force date of June 2024. Additionally, the letter confirmed the intent that the Ministry would support the amalgamation financially.

Ministerial Order is in the works.

Justification for Outsourcing:

In order to facilitate an orderly transition during amalgamation of regulatory colleges, section 25.05(04) of the Health Professions Act specifically sets out that the Minister of Health may appoint a person or persons to perform the duties of a board of a former

college.

In addition to the legal parameters surrounding an appointment, the Ministry does not have the internal resources/expertise required to lead a complex regulatory amalgamation involving 11 regulatory colleges.

Describe the Impact on Program Delivery if not approved:

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Anticipated Term: Start: 2023-07-05 End: 2024-06-28

Include Option to Renew? ☐ Yes ☒ No

Number of renewals and duration - month(s), year(s): N/A

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)

Maximum Contract Total Value: 100,000

Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6000000	\$10,000

Section 5 – Procurement Process

Select the Procurement Process: Another Competitive Process Used (e.g. using an RFQ list) (101)

If you chose Competitive Process for STOB 60,61,63 – skip to Section 7, Approvals

If you chose Competitive Process for STOB 80 – skip to Section 6, STOB 80 Shared Cost Arrangement (Government Transfer Request)

If you chose Direct Award (including Secondments) – proceed to Section 5.1, Direct Award Justification

Section 5.1 - Direct Award Justification

This section is required if any of the Direct Award options are selected.

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition and complete the justification/explanation that justifies the direct award.

Select one	Code	Policy Re: Direct Awards	Justification/Explanation
<input type="checkbox"/>	200	The contract is with another government organization [CPPM 6.3.2-39 (d)]	Name the government organization:
<input checked="" type="checkbox"/>	201	The ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods or service [CPPM 6.3.2-39 (d)]	<p>What evidence do you have to support that only one contractor is qualified? e.g. expression of interest, no objection to a notice of intent.</p> <p>If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.</p>

			Additional details:
<input type="checkbox"/>	202	an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process [CPPM 6.3.2-39 (d)]	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award:
<input type="checkbox"/>	203	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. [CPPM 6.3.2-39 (d)]	Explain why the competitive process would cause this interference:
<input type="checkbox"/>	204	the acquisition is of a confidential nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality [CPPM 6.3.2-39 (d)]	Explain the risks of disclosing the confidential or privileged acquisition:
<input type="checkbox"/>	208	STOB 80 only: A shared cost arrangement where financial assistance is provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary-individual or family or legal guardian of that individual under a community/social service program)	Explain why the financial assistance is being provided:
<input type="checkbox"/>	209	STOB 80 only: A shared cost agreement where a competitive selection is not appropriate.	Explain why a competitive selection is not appropriate, e.g. what are the risks of a competition?

Section 5.2 - Contractor Information

This section is required if any of the Direct Award options are selected In Section 5.

Contractor **legal** name:

Doing **business as** (if different from above):

Address:

Postal code:

Phone:

Email:

Section 6 – All STOB 80 Shared Cost Arrangement (Government Transfer Request)

As per [CPPM Policy Chapter 21: Government Transfers](#), to be completed if a shared cost arrangement is being requested.

Background and Strategic Context	Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan:
Financial Impact	What is the total fiscal impact on the Ministry's budget (by year if multiyear)? Is the transfer onetime or will there be an ongoing need? Do the stipulations support 1yr or multiyear funding?
Transfer Recipient/	Describe the scope or extent of benefits that would be created, describe the nature of the client group that would benefit (seniors, community groups etc.). Was the Recipient chosen using a fair, open and transparent

Benefits	process? Is the Recipient expected to match funds and will they have the ability to pay back funds if stipulations are not met?
Identify Risks	Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?
Evaluation and monitoring	How will you know whether the objectives have been met, do you have clear success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement?
Additional approvals	Are there any additional approvals needed from either Cabinet or Treasury Board? Is legislation required?

Section 7 – Approvals <i>(Signature below or eApprovals are accepted in lieu of physical signatures)</i>			
Approval Route	Print Name	Signature	Date Signed
Contract Manager	Mark MacKinnon & Christopher Bennett		June 20, 2023
Decision Support	Lintao Liu		June 20, 2023
Contracts and Procurement Team	Teresa O'Keefe		June 21, 2023
Expense Authority (EA)	Mark Armitage		June 23, 2023
Chief Financial Officer (CFO) <i>ONLY required for STOB 80 contracts</i>	N/A		
Executive Financial Officer (EFO) <i>ONLY required for direct award contracts</i>	N/A		

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GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Allan Seckel</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address: _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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get deleted so this Table of Contents is accurate.]*

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SCHEDULE A – SERVICES

- Part 1 – Term**
- Part 2 – Services**
- Part 3 – Related Documentation**
- Part 4 – Key Personnel**

SCHEDULE B – FEES AND EXPENSES

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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Allan Seckel @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

Email: s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

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Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Deleted: '

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

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Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are “quoted,” remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 5, 2023 and ends on June 28, 2024.

2.

PART 2. SERVICES:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA), the “Contractor”, must provide executive leadership, decision making, and oversight to support the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges until June 28, 2024. Section 25.05 (4), as outlined in the HPA, states “F or the purposes of providing an orderly transition from former colleges to an amalgamated college,

(a) the minister may, by order, appoint one or more persons to exercise the powers and perform the duties of a board for a former college, and

(b) subject to any limit or condition set by the minister, a person appointed under paragraph (a)

(i) has all of the powers, duties, rights and obligations of the board for the former college, to the extent that those powers, duties, rights and obligations relate to the amalgamation, and

(ii) may, before the amalgamation date, exercise a power and perform a duty referred to in subparagraph (i) of this paragraph.”

Section 25.05 (4) of the HPA enables the Minister to appoint a leader to support the amalgamations. The appointee, the “Contractor”, would have the powers of the college boards as it relates to amalgamation matters while allowing the 11 college boards to continue their roles/powers in oversight of their colleges’ day-to-day functioning. Further the amalgamation of the 11 health profession regulatory colleges into two multi-professional health profession colleges would be composed and comprised as follows

The College of Dietitians of British Columbia, the College of Occupational Therapists of British Columbia, the College of Opticians of British Columbia, the College of Optometrists of British Columbia, the College of Physical Therapists of British Columbia, the College of Psychologists of British Columbia, the College of Speech and Hearing Health Professionals of British Columbia would be amalgamated into one college.

The College of Chiropractors of British Columbia, the College of Massage Therapists of British Columbia, the College of Naturopathic Physicians of British Columbia, the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia would be amalgamated into the second college.

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

The “Contractor” must provide executive leadership, decision making, and oversight to support the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges until June 28, 2024, in adherence to their appointed role under section 25.05 (4) of the HPA.

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees until the termination of this contract.

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: "The Contractor must..."]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors' efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor's progress. Useful reports can signal a need to re-focus a contractor's efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) Deliver X by date [describe what X is in detail to be clear]
- b) Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]
- c) Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- a. Provide a qualified resource to perform the service;
- b. Provide all the relevant equipment to perform the service;

The Province must:

- a. Provide clarification on all relevant issues; and
- b. Review, comment and sign off on all deliverables.

[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[*Important:** When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.
- Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

[*Important:** If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);
- If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and
- Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.

[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

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Outcomes

The "Contractor" provides executive leadership, decision making, and oversight to support the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges until June 28, 2024, in adherence to their appointed role under section 25.05 (4) of the HPA.

[“Outcomes” means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that “outcomes” will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert “See attached Outcomes” here and attach list of outcomes in separate document labeled “Outcomes” attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type "Not applicable" here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: ☐ Error! Bookmark not defined.

NOT APPLICABLE

Appendix 4 – **[specify]**

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate "Attached" and if Not Applicable, don't mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state "not applicable" but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.] s.13

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor's requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

Deleted: _____

2. FEES: **[Choose one or a combination of the following and delete the rest.]**

Daily Rate

Fees: at a rate of \$____ per day (based on a day of ____ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

Deleted: _____

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#). Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

Rate per Unit/Deliverable

Fees: at a rate of \$____ for each [unit/deliverable] provided by the Contractor as Services during the Term up to ____ [units/deliverables].

Flat Rate

Fees: \$____ for performing the Services during the Term.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]

s.13

3. EXPENSES:

Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change:

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for **[insert description of billing period here- see examples below]** (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."**]**

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of

[Choose one of the following:

For Daily Rate situations

- "all hours worked on each day during the Billing Period";

For Hourly Rate situations

- "all hours worked during the Billing Period";

For Rate per Unit/Deliverable situations

- "all (units/deliverables) provided during the Billing Period"]

for which the Contractor claims fees and a description of the applicable fee rates;

- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

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[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;

- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Interest Due An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

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Schedule C – Approved Subcontractor(s)

[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert “Not applicable.” under the “Schedule C – Approved Subcontractor(s)” heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***
<http://www.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm>
OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

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Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the *Freedom of Information and Protection of Privacy Act*) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the privacy protection schedule for cloud services provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) **“unauthorized disclosure of personal information”** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

- 9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

- 10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

- 11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
- 13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
- 14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

- 15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms**Not Applicable**

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

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Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)]

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[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or***
- (2) preserve the integrity or availability of any record.***

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or***
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.***

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

s.13

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed),*
- Click request Documents,*
- Enter all required information, then select Next,*
- Review and certify the information given is correct, then select Submit.]*

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;*
- the Agreement is being entered into in response to an unforeseen emergency;*
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.*

No modifications may be made to the definition of 'Tax Verification Letter' in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province's legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and "Not applicable" inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

- In this Schedule:
 - "Tax Verification Letter"** means a letter issued by the Province of British Columbia's Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - "Valid"** means that the Tax Verification Letter's period of validity, as indicated on the Tax Verification Letter, has not ended.
- As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
- Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017

[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

s.13

CONTRACTS AND PROCUREMENT
CONTRACT INFORMATION SLIP

Purpose: To summarize executed contract details in preparation of a purchase order to track contract commitments and pay invoices.

Section 1 - Contract Details	
Contractor Name: Allan Seckel <i>(Legal name and if individual, name on government issued ID)</i>	Contract #: <i>(Issued by Contract Management. Will be used as PO #)</i>
Contractor Address: s.22 s.22	Term: July 5, 2023-June 28, 2024
Key Personnel Name(s): N/A <i>(Name of individuals performing the services)</i>	Possible Extension: N/A <i>(e.g., two 1-year terms)</i>
<p>Brief Description of Services:</p> <p>The appointed leader under 25.05 (4) of the Health Professions Act (HPA) will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.</p> <p>The Ministry issued a news release on October 19, 2022 introducing the Health Professions and Occupations Act and other health professions modernization efforts, including an intent to create two umbrella regulators (https://news.gov.bc.ca/releases/2022HLTH0202-001566). One college would regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing health professionals. The other would regulate chiropractors, massage therapists, naturopathic physicians, traditional Chinese medicine practitioners and acupuncturists.</p> <p>s.13</p> <p>Section 25.05(4) of the HPA enables the Minister to appoint a leader to support the amalgamations. An appointee would have the powers of the college boards as it relates to amalgamation matters while allowing the 11 college boards to continue their roles/powers in oversight of their colleges' day-to-day functioning. As the smallest health regulatory colleges in BC, the 11 lack leadership and resources required to implement a June 2024 amalgamation without Ministry support, without potentially compromising their core public safety roles.</p> <p>On April 25, 2023, the Deputy Minister sent a letter to the regulatory college board chairs confirming the intent of amalgamating the 11 colleges into two umbrella regulators and the projected in-force date of June 2024. Additionally, the letter confirmed the intent that the Ministry would support the amalgamation financially.</p>	

Section 2 – Responsible Party	
Division: Health Sector Workforce and Beneficiary Services Division	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennet

Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennet
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Section 3 - Solicitation/PO Info	
Procurement Process: Direct Award - Sole Source (201)	
Solicitation # (RFP or NRQ #):	
PO Class Code: C - CONTRACT	
PO Category (do not change this): UNSPSC TWO	Subcategory (do not change this): 80101500

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)						
Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Total Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6600000	\$10,000
Total Contract Amount:						\$100,000.00
Additional Information (if required): (Please note any specific Line description required or if any special considerations are required in setting up this PO)						

GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Allan Seckel</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address: _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

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[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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get deleted so this Table of Contents is accurate.]*

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SCHEDULE A – SERVICES

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SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Allan Seckel LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

Email s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

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Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Deleted: '

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
---	---

[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are "quoted," remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 12, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The contractor must:

exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:

Amalgamation of specified colleges

- a) the College of Dietitians of British Columbia;
- b) the College of Psychologists of British Columbia;
- c) the College of Optometrists of British Columbia;
- d) the College of Opticians of British Columbia;
- e) the College of Physical Therapists of British Columbia;
- f) the College of Occupational Therapists of British Columbia;
- g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- h) the College of Massage Therapists of British Columbia;
- i) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;
- j) the College of Naturopathic Physicians of British Columbia;
- k) the College of Chiropractors of British Columbia;

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

- exercise the powers and perform the duties of the board of each of the following colleges as mentioned the above services section and in accordance with MOXX/2023;
- regular reporting to the Ministry upon request and inclusion of Ministry staff as ex-officio members on any steering committees.

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: "The Contractor must..."]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors' efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor's progress. Useful reports can signal a need to re-focus a contractor's efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) Deliver X by date [describe what X is in detail to be clear]
- b) Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]
- c) Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- a. Perform the service as outlined by MO XX/2023;
- b. Provide all the relevant equipment to perform the service;

The Province must:

- a. Provide clarification and necessary information to the contractor, where possible.

[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[*Important:** When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.
- Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

[*Important:** If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);
- If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and
- Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.

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[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

Outcomes

The Contractor must perform the service as outlined by MO XX/2023, in advance of the June 28, 2024 amalgamations pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 in :

["Outcomes" means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that "outcomes" will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert "See attached Outcomes" here and attach list of outcomes in separate document labeled "Outcomes" attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]

- The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type "Not applicable" here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

- The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: ☐ Error! Bookmark not defined.

NOT APPLICABLE

Appendix 4 – [specify]

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate “Attached” and if Not Applicable, don’t mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state “not applicable” but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor’s requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

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Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES: *[Choose one or a combination of the following and delete the rest.]*

Daily Rate

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#), Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$_____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:]

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o *Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]*

3. EXPENSES:

Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change;

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;

- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of
[Choose one of the following:
For Daily Rate situations
 - "all hours worked on each day during the Billing Period";
For Hourly Rate situations
 - "all hours worked during the Billing Period";
For Rate per Unit/Deliverable situations
 - "all (units/deliverables) provided during the Billing Period"]
 for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

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[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and

- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Inte"est Due" An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

Schedule C – Approved Subcontractor(s)

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[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***
<http://www.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm>
OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.]
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the [Freedom of Information and Protection of Privacy Act](#)) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the [privacy protection schedule for cloud services](#) provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

s.13

Not Applicable

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

USE AS GUIDE ONLY

Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#), DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)

s.13

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or
- (2) preserve the integrity or availability of any record.

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.)

Definitions

1. In this Schedule:

- (a) **"Device"** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **"Facilities"** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **"Least Privilege"** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **"Need-to-Know"** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **"Personnel"** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **"Policies"** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **"Protected Information"** means any and all:
 - (i) "personal information" as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
- 6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

- 7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

- 8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

- 9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

- 10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

- 11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
- (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
- (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed);
- Click request Documents;
- Enter all required information, then select Next;
- Review and certify the information given is correct, then select Submit.]

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;
- the Agreement is being entered into in response to an unforeseen emergency;
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) “**Tax Verification Letter**” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “**Valid**” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017

[Note, this schedule is not in the approved template and only added if it is determined it is required.]

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

s.13

USE AS GUIDE ONLY

GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Allan Seckel</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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get deleted so this Table of Contents is accurate.]*

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SCHEDULE A – SERVICES

- Part 1 – Term**
- Part 2 – Services**
- Part 3 – Related Documentation**
- Part 4 – Key Personnel**

SCHEDULE B – FEES AND EXPENSES

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SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Allan Seckel @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

▲ Email: s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

▲ Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

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Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

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Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Deleted: '

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are “quoted,” remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

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PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 12, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The contractor must:

exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:

Amalgamation of specified colleges

- a) the College of Dietitians of British Columbia;
- b) the College of Psychologists of British Columbia;
- c) the College of Optometrists of British Columbia;
- d) the College of Opticians of British Columbia;
- e) the College of Physical Therapists of British Columbia;
- f) the College of Occupational Therapists of British Columbia;
- g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- h) the College of Massage Therapists of British Columbia;
- i) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;
- j) the College of Naturopathic Physicians of British Columbia;
- k) the College of Chiropractors of British Columbia;

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

- exercise the powers and perform the duties of the board of each of the following colleges as mentioned the above services section and in accordance with MOXX/2023;
- regular reporting to the Ministry upon request and inclusion of Ministry staff as ex-officio members on any steering committees.

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: “The Contractor must...”]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors' efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor's progress. Useful reports can signal a need to re-focus a contractor's efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) Deliver X by date [describe what X is in detail to be clear]
- b) Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]
- c) Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- a. Perform the service as outlined by MO XX/2023;
- b. Provide all the relevant equipment to perform the service;

The Province must:

- a. Provide clarification and necessary information to the contractor, where possible.

[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[*Important:** When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.
- Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

[*Important:** If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);
- If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and
- Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.

[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

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Outcomes

The Contractor must perform the service as outlined by MO XX/2023, in advance of the June 28, 2024 amalgamations pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 in :

["Outcomes" means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that "outcomes" will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert "See attached Outcomes" here and attach list of outcomes in separate document labeled "Outcomes" attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type "Not applicable" here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: ☐ Error! Bookmark not defined.

NOT APPLICABLE

Appendix 4 – [specify]

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate “Attached” and if Not Applicable, don’t mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state “not applicable” but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor’s requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

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Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

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2. FEES: [Choose one or a combination of the following and delete the rest.]

Daily Rate

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#), Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$_____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

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[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]

3. EXPENSES:

Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change;

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;

- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of

[Choose one of the following:

For Daily Rate situations

- "all hours worked on each day during the Billing Period";

For Hourly Rate situations

- "all hours worked during the Billing Period";

For Rate per Unit/Deliverable situations

- "all (units/deliverables) provided during the Billing Period"]

for which the Contractor claims fees and a description of the applicable fee rates;

- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

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[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and

- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Inte"est Due" An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

Schedule C – Approved Subcontractor(s)

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[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***
<http://www.fin.gov.bc.ca/gws/pt/rmb/coiover.stm>
OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the [Freedom of Information and Protection of Privacy Act](#)) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the [privacy protection schedule for cloud services](#) provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the [Freedom of Information and Protection of Privacy Act](#) including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not Applicable

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#), DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or
- (2) preserve the integrity or availability of any record.

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

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- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) “**Security Event Logs**” means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) “**Systems**” means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) “**Tenancy**” means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) “**Tenancy Security Event Logs**” means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate.

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
- 6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

- 7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

- 8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

- 9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

- 10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

- 11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
- (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
- (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed);
- Click request Documents;
- Enter all required information, then select Next;
- Review and certify the information given is correct, then select Submit.]

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;
- the Agreement is being entered into in response to an unforeseen emergency;
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) “**Tax Verification Letter**” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “**Valid**” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017

s.13

[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

USE AS GUIDE ONLY

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order # _____
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22 _____
Telephone No.: s.22 _____
E-mail Address: _____
Website: N/A _____

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

s.13

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SCHEDULE A – SERVICES

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SCHEDULE B – FEES AND EXPENSES

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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The contractor will provide consulting services to the Ministry of Health (Ministry) during the term of the Agreement.

Outputs

The Contractor will act as the lead & oversee the amalgamation of 11 health profession regulatory colleges into 2 multi-professional health regulatory colleges.

The Contractor must exercise the powers and perform the duties of the board for each college. As per Ministerial Order #, the Contractor is granted all the powers, duties and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 23 (as applicable) of the *Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008*.

The amalgamation of specified colleges will include, but is not limited to:

- (a) the College of Dietitians of British Columbia;
- (b) the College of Psychologists of British Columbia;
- (c) the College of Optometrists of British Columbia;
- (d) the College of Opticians of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Occupational Therapists of British Columbia; and
- (g) the College of Speech and Hearing Health Professionals of British Columbia

The amalgamation of additional specified colleges will include, but is not limited to:

- (h) the College of Massage Therapists of British Columbia;
- (i) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia; and
- (k) the College of Chiropractors of British Columbia;

Services will be performed at the Contractor's place of business. In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Provide a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review, comment and sign off on all deliverables.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Provide leadership and oversee the amalgamation of health professional regulatory colleges.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

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Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Not applicable

Schedule C – Approved Subcontractor(s)

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Not Applicable

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

Not applicable

July 5, 2023

Regulatory College Board Chairs

Dear Board Chairs:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges. With support from the Ministry of Health via a \$4M grant, I acknowledge the hard work of you and your staff over the past months in preparing for these amalgamations.

I am pleased to confirm that on July XX, 2023 the Health Professions Designation and Amalgamation Regulation was amended (OIC#/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.
- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

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Further to this, I am pleased to announce that I have appointed Allan Seckel K.C. (MO XX/2023), pursuant to S.25.05(04) of the *Health Professions Act* (HPA) to lead the two amalgamations. As you may know, Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011 and more recently CEO of the Doctors of BC.

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The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order XX/2023. s.13

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Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

Honourable Adrian Dix
Minister of Health

pc:

Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia

Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia

CONFIDENTIAL

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order # _____
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22 _____
Telephone No.: s.22 _____
E-mail Address: _____
Website: N/A _____

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

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SCHEDULE A – SERVICES

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SCHEDULE B – FEES AND EXPENSES

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SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor, pursuant to section 25.05 (4) of the *Health Professions Act* (Ministerial Order No. XXXX) and Order in Council XXX2023, will lead & oversee the amalgamation of the 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges during the term of the Agreement.

Outputs

Pursuant to the appointment of Allan Paul Seckel under section 25.05 (4) of the *Health Professions Act* (Ministerial Order No. XXXX) and Order in Council XXX2023, the Contractor will lead & oversee the amalgamation of the 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Schedule A - Appendix 1

The Contractor must exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008:

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Psychologists of British Columbia;
- (c) the College of Optometrists of British Columbia;
- (d) the College of Opticians of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Occupational Therapists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (h) the College of Massage Therapists of British Columbia;
- (i) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia;
- (k) the College of Chiropractors of British Columbia;

Services will be performed at the Contractor's place of business. In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform the service as outlined by MO XX/2023; and

- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.
- The Contractor must include Ministry staff as ex-officio members on any steering committees.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Not applicable

Schedule C – Approved Subcontractor(s)

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Not Applicable

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

Not applicable

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No.(if applicable):Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address and fax number:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
 - (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
 - (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) “Event of Force Majeure” means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party’s obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) “Affected Party” means a party prevented from performing the party’s obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party’s obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party’s obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) “Event of Default” means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) “Insolvency Event” means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor’s liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor’s property, or
 - (vi) the Contractor ceases, in the Province’s reasonable opinion, to carry on business as a going concern.

Province’s options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide leadership services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. XXXX, the Contractor must lead & oversee the amalgamation of the 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractor's place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Professional Liability in an amount not less than \$1,000,000.00 per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

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Withheld pursuant to/removal as

s.13

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s.13 ; s.14

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Withheld pursuant to/removed as

s.13

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:
s. 22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by
Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. XXXX, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

s.13

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Not applicable

Schedule C – Approved Subcontractor(s)

Schedule D – Insurance

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Not Applicable

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

Not applicable

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. XXXX, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Not applicable

Schedule C – Approved Subcontractor(s)

Schedule D – Insurance

s.13

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

Not applicable

Not Applicable

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

Not applicable

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by
Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. XXXX, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions in order to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

s.13

DRAFT

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

DRAFT

Not applicable

Schedule C – Approved Subcontractor(s)

DRAFT

Schedule D – Insurance

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

s.13; s.22

DRAFT

Schedule E – Privacy Protection Schedule

Not Applicable

DRAFT

Schedule F – Additional Terms

Not applicable

DRAFT

Not Applicable

Schedule G – Security Schedule

DRAFT

Schedule H – Tax Verification Schedule

Not applicable

DRAFT

July 5, 2023

Regulatory College Board Chairs

Dear Board Chairs:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges. With support from the Ministry of Health via a \$4M grant, I acknowledge the hard work of you and your staff over the past months in preparing for these amalgamations.

I am pleased to confirm that on July XX, 2023 the Health Professions Designation and Amalgamation Regulation was amended (OIC#/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.
- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C. (MO XX/2023), pursuant to S.25.05(04) of the *Health Professions Act* (HPA) to lead the two amalgamations. As you may know, Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011 and more recently CEO of the Doctors of BC.

s.21

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order XX/2023, s.13
s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

Honourable Adrian Dix
Minister of Health

pc:

Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia

Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia

CONFIDENTIAL

**MINISTRY OF HEALTH
DECISION BRIEFING NOTE**

Cliff # 1261694

PREPARED FOR: Honourable Adrian Dix, Minister of Health – **FOR DECISION**

SUBJECT: Ministerial Appointment of Amalgamation Lead

AUTHORITY: *Health Professions Act*, section 25.05(4)

PURPOSE: To obtain Minister approval to appoint a leader to support the amalgamation of 11 regulatory colleges into two umbrella colleges

BACKGROUND:

On July 7, 2023, the Health Professions Designation and Amalgamation Regulation was amended confirming the amalgamation of 11 health regulatory colleges into two effective June 28, 2024. One college of seven professions will regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing professionals. The other college of four professions will regulate chiropractors, massage therapists, naturopathic physicians, and traditional Chinese medicine practitioners and acupuncturists.

As the smallest health regulatory colleges in BC the 11 amalgamating colleges lack the leadership and resources required to effectively amalgamate by June 2024 without support. s.13

To promote an orderly transition to amalgamated colleges, section 25.05(4) of the *Health Professions Act* (the HPA) authorizes the Minister to appoint an amalgamation leader. This appointee(s) would assume the powers of the college boards as it relates to amalgamation matters while the 11 college boards would continue their governance roles in relation to the day-to-day regulatory functions of the colleges. In May 2024, the Ministry provided the 11 colleges with a \$4M grant to support the work associated with the amalgamations.

DISCUSSION:

To provide unified leadership for the amalgamations, a proposed Ministerial Order is attached that would appoint Allan Seckel under s.25.05(04) of the HPA to lead the two amalgamations (see Appendix B). Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011 and more recently CEO of the Doctors of BC. s.13

s.13

In addition to the appointment, a proposed letter to the 11 boards chairs (see Appendix C) has been prepared for approval and would be sent out at the same time the appointment order is approved. This letter is intended to further clarify the interactions between the appointee and the 11 and articulate expectations of the 11 colleges. s.13

s.13

As the appointee would be acting in a role where he has board powers for the amalgamation of the 11 colleges, a s.22 has also been attached for approval (see Appendix D).

RECOMMENDATION:

s.13

Approved/Not Approved
Honourable Adrian Dix
Minister of Health

Date Signed

Associate DM: Mark Armitage
Director: Chris Bennett
Drafter: Moysal Sana
Date: July 12, 2023

Tel: 250-952-3519
Tel: 250-952-1991

**MINISTRY OF HEALTH
DECISION BRIEFING NOTE**

Cliff # 1261694

PREPARED FOR: Honourable Adrian Dix, Minister of Health – **FOR DECISION**

SUBJECT: Ministerial Appointment of Amalgamation Lead

AUTHORITY: *Health Professions Act*, section 25.05(4)

PURPOSE: To obtain Minister approval to appoint a leader to support the amalgamation of 11 regulatory colleges into two umbrella colleges

BACKGROUND:

On July 7, 2023, the Health Professions Designation and Amalgamation Regulation was amended confirming the amalgamation of 11 health regulatory colleges into two effective June 28, 2024. One college of seven professions will regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing [health](#) professionals. The other college of four professions will regulate chiropractors, massage therapists, naturopathic physicians, and traditional Chinese medicine practitioners and acupuncturists.

As the smallest health regulatory colleges in BC the 11 amalgamating colleges lack the leadership and resources required to effectively amalgamate by June 2024 without support. [s.13](#)

To promote an orderly transition to amalgamated colleges, section 25.05(4) of the *Health Professions Act* (the HPA) authorizes the Minister to appoint an amalgamation leader. This appointee(s) would assume the powers of the college boards as it relates to amalgamation matters while the 11 college boards would continue their governance roles in relation to the day-to-day regulatory functions of the colleges. In May 2024, the Ministry provided the 11 colleges with a \$4M grant to support the work associated with the amalgamations.

DISCUSSION:

To provide unified leadership for the amalgamations, a proposed Ministerial Order is attached that would appoint Allan Seckel under s.25.05(04) of the HPA to lead the two amalgamations (see Appendix B). Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011 and more recently CEO of the Doctors of BC. [s.13](#)

[s.13](#)

s.13

In addition to the appointment, a proposed letter to the 11 boards chairs (see Appendix C) has been prepared for approval and would be sent out at the same time the appointment order is approved. This letter is intended to further clarify the interactions between the appointee and the 11 and articulate expectations of the 11 colleges. s.13

s.13

As the appointee would be acting in a role where he has board powers for the amalgamation of the 11 colleges, s.22
has also been attached for approval (see Appendix D).

RECOMMENDATION:

That the Minister approves the Ministerial Order appointment (Appendix B), letter of expectations to the 11 college board chairs (Appendix C) s.22

s.22

Approved/Not Approved
Honourable Adrian Dix
Minister of Health

Date Signed

s.22

Associate DM: Mark Armitage
Director: Chris Bennett
Drafter: Moysal Sana
Date: July 12, 2023

Tel: 250-952-3519
Tel: 250-952-1991

s.22

s.22

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

s.13

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by
Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

s.13; s.14; s.22

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
- (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

s.13; s.14

Change of address or fax number

13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. XXXX, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Not applicable

Schedule C – Approved Subcontractor(s)

Schedule D – Insurance

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Not Applicable

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

Not applicable

Page 0955 of 2093

Withheld pursuant to/removal as

s.13

July 25, 2023

Regulatory College Board Chairs

1261694

Dear Board Chairs:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges.

I am pleased to confirm that on July 7, 2023, the Health Professions Designation and Amalgamation Regulation was amended (OIC 421/2023 and OIC 422/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.

...2

- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

I want to acknowledge the hard-work of you and your staff over the past months in preparing for these amalgamations.

s.13

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C, pursuant to S.25.05(04) of the HPA to lead the two amalgamations. As you may know, Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011, and more recently CEO of the Doctors of BC.

s.21

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order 217-2023 (attached). s.13

s.13

s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

Adrian Dix
Minister

pc: Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia
Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals
of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and
Acupuncturists of British Columbia

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054

Requisition No.: _____

Solicitation No.(if applicable):Ministerial Order #M217

Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel

Supplier No.: s.22 _____

Telephone No.: s.22 _____

E-mail Address: _____

Website: N/A

Financial Information

Client: 026

Responsibility Centre: 66916

Service Line: 44550

STOB: 6001

Project: 6600000

Template version: September 16, 2022

**Corporate Contract Template issued by
OCG under TB Directive 1/23**

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SCHEDULE A – SERVICES

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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

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SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update 31st day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
 - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 31st, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. M217, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

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Withheld pursuant to/removal as

s.22

Appendix: the “Entity”

Please find below a list each of the amalgamating colleges (the “Entity”) that the “Appointee” has been appointed to:

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia;
- (h) the College of Chiropractors of British Columbia;
- (i) the College of Massage Therapists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia;
- (k) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF HEALTH

Health Professions Act

Ministerial Order No. M217

I, Adrian Dix, Minister of Health, order that Allan Paul Seckel, K.C., is appointed to exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008:

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (a) the College of Chiropractors of British Columbia;
- (b) the College of Massage Therapists of British Columbia;
- (c) the College of Naturopathic Physicians of British Columbia;
- (d) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

July 24, 2023

Date



Minister of Health

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Health Professions Act, R.S.B.C. 1996, c. 183, s. 25.05(04)

Other: _____

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No. (if applicable): Ministerial Order #
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

s.13

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SCHEDULE A – SERVICES

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- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update day of July, 2023.

s.13

BETWEEN:

Allan Paul Seckel (the "Contractor") with the following specified address and fax number:

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the "Province") with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
 - (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices,

receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July xxx, 2023 and ends on June 28, 2024.

s.13

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. M217-2023, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://www.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Not applicable

Schedule C – Approved Subcontractor(s)

Schedule D – Insurance

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Not Applicable

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

Not applicable

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No.(if applicable):Ministerial Order #M217
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update 31st day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
 - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION


14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>27th</u> day of <u>July</u>, 20<u>23</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p>  <p>Signature(s)</p> <p><u>Allan P. Seckel</u></p> <p>Print Name(s)</p> <p>Print Title(s)</p>	<p>SIGNED on the ____ day of ____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>Signature</p> <p>Print Name</p> <p>Print Title</p>
---	--

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 31st, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. M217, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

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Withheld pursuant to/removal as

s.22

Appendix: the “Entity”

Please find below a list each of the amalgamating colleges (the “Entity”) that the “Appointee” has been appointed to:

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia;
- (h) the College of Chiropractors of British Columbia;
- (i) the College of Massage Therapists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia;
- (k) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054

Requisition No.: _____

Solicitation No.(if applicable):Ministerial Order #M217

Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel

Supplier No.: s.22

Telephone No.: s.22

E-mail Address: _____

Website: N/A

Financial Information

Client: 026

Responsibility Centre: 66916

Service Line: 44550

STOB: 6001

Project: 6600000

Template version: September 16, 2022

**Corporate Contract Template issued by
OCG under TB Directive 1/23**

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SCHEDULE A – SERVICES

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- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update 31st day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn. Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
 - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION


14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>27th</u> day of <u>July</u>, 20<u>23</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Allan P. Seckel</u></p> <p>Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the <u>27th</u> day of <u>July</u>, 20<u>23</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Mark Armitage</u></p> <p>Print Name</p> <p><u>Associate Deputy Minister, Health Human Resources</u></p> <p>Print Title</p>
--	---

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 31st, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. M217, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from **s.22** on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: RE: 25.05(04) Contract s.22 · For Review and Signature
Sent: 07/27/2023 21:08:06

Let's just keep the form as is and add this email as well with it.

Chris

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Thursday, July 27, 2023 2:05 PM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: 25.05(04) Contract s.22 - For Review and Signature

Thanks, Chris. I can add this email to s.22 we have in our lan – for record keeping purposes.
s.22 Whichever you prefer.

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Thursday, July 27, 2023 2:02 PM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: FW: 25.05(04) Contract s.22 For Review and Signature

From: Allan Seckel s.22
Sent: Thursday, July 27, 2023 2:01 PM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: Re: 25.05(04) Contract s.22 · For Review and Signature

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Sorry I missed that. Yes you can.

On Jul 27, 2023 at 8:13 AM, <Christopher HLTH:EX Bennett> wrote:

Thanks Allan—appreciate the quick turnaround!

s.22

Cheers,

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

From: Allan Seckel [s.22](#)

Sent: Thursday, July 27, 2023 1:47 AM

To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>

Subject: Re: 25.05(04) Contract [s.22](#) · For Review and Signature

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

The executed documents are attached. Thanks for shepherding this.

Allan

On Jul 26 2023, at 1:01 PM, Bennett, Christopher HLTH:EX <christopher.bennett@gov.bc.ca> wrote:

Hi Allan,

Sounds good and safe travels!

Chris

From: Allan Seckel [s.22](#)

Sent: Wednesday, July 26, 2023 11:54 AM

To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>

Subject: Re: 25.05(04) Contract [s.22](#) · For Review and Signature

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

I am about to ^{s.22}
either early tomorrow your time or by late afternoon at the latest.

I will get this back to you

Allan

On Jul 26, 2023 at 7:12 PM, <[Christopher HLTH:EX Bennett](#)> wrote:

Hi Allan,

Further to my email yesterday, I've attached the final contract for your review. If you have any questions please let me know, if not feel free to sign (page 16) and return to me and we will process sign-off on our end

s.22

s.14

s.13

If you have any further questions, please do not hesitate to reach out.

Thanks

Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

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DUPLICATE

Page 1069 of 2093

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Page 1070 of 2093

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s.14 ; s.22

Page 1105 of 2093 to/à Page 1111 of 2093

Withheld pursuant to/removed as

s.14

From: Sheppard, Jenifer A HLTH:EX(Jenifer.Sheppard@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
To: HLTH Corporate Operations HLTH:EX (HLTH.Corporate.Operations@gov.bc.ca); Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: RE: Cliff 1261694 - Approved by Minister
Sent: 07/25/2023 20:01:05
Attachments: 1261694 - s.22 - SIGNED.pdf

Thanks Chris!

COU is holding the file until we receive that Min order #. Let us know when ready and we can proceed with finalizing.

s.22 has been signed with Minister's signature and witness.
Let me know if any corrections needed.

Thank you!

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health
C: 250-880-1552

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Tuesday, July 25, 2023 11:17 AM
To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: RE: Cliff 1261694 - Approved by Minister

Hi Jen,

Thanks so much! Good question on the letter clarification piece. I am just about to send to the MO for numbering with the AG, once I've done that and they have provided me with a Ministerial Order number I will get back to you with the updated number for the letter. I also have an email contact list for the letter that I will also send over to you once I have the numbered order.

Once I provide you with that info (hopefully this afternoon sometime or tomorrow morning) is the COU okay to send out the letter via email or would you prefer that we do that? I'm fine with COU doing it.

s.22
s.22 . This is important for us to have in order to setup the contract with the appointee Allan,
would you be able to forward the signed version of that over to us as soon as you can?

Thanks for all your help with this!

Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca

Office: 250.952.1991
Cell: 778.584.5931

From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Sent: Tuesday, July 25, 2023 10:11 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>
Subject: FW: Cliff 1261694 - Approved by Minister
Importance: High

Hi Chris,

Hoping to clarify direction on this Min order (see attached email for original files)

Minister has signed DBN, MO and asked that eSig be placed on outgoing letter to board chairs (as it needs updated with MO #)

Is that something your team wants to do? Or would you like COU to send out?

Thanks!

Jen

Jenifer Sheppard (she/her) | Manager, Executive Operations
Deputy Minister's Office | Ministry of Health
C: 250-880-1552

From: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>
Sent: Tuesday, July 25, 2023 10:09 AM
To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Subject: Cliff 1261694 - Approved by Minister

Thanks, Jen. I didn't think about Appendix B, as the Minister's signed a version in the same pdf file as the DBN. Is COU needing to send out Appendix C now?

Thanks,

Sylvia Rose (she/her)
Documents Clerk
Corporate Operations Unit
Ministry of Health
Sylvia.Rose@gov.bc.ca

I am grateful to live and work on the unceded lands of the Lək'wəḡən People, known today as the Esquimalt and Songhees Nations.

Warning: This email is intended only for the use of the individual or organization to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please telephone or e-mail the sender immediately and delete the message.

From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Sent: Tuesday, July 25, 2023 10:06 AM

To: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>

Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>

Subject: FW: Cliff 1261694 - Approved by Minister

Sorry for the delay, I was checking with program and MO to be sure.

Appendix B requires eSig from Minister. Appendix C requires inputting MO # (from Appendix B I believe) and then eSig application from Minister.

I don't believe anything further requires signature.

Thank you!

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health

C: 250-880-1552

From: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>

Sent: Tuesday, July 25, 2023 9:01 AM

To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>

Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Higgins, Claire HLTH:EX <Claire.Higgins@gov.bc.ca>

Subject: Cliff 1261694 - Approved by Minister

Hi Jen,

Can you please confirm what's needed from COU here? Is the MO requesting the letter under Appendix C be signed? If so, are they wanting it sent out from COU? Or are they wanting the e-sig applied to ^{s.22}

s.22

Thanks,

Sylvia Rose (she/her)

Documents Clerk

Corporate Operations Unit

Ministry of Health

Sylvia.Rose@gov.bc.ca

I am grateful to live and work on the unceded lands of the Lək'wəṇan People, known today as the Eṣquimalt and Songhees Nations.

Warning: This email is intended only for the use of the individual or organization to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please telephone or e-mail the sender immediately and delete the message.

From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>

Sent: Monday, July 24, 2023 4:51 PM

To: HLTH Corporate Operations HLTH:EX HLTH.Corporate.Operations@gov.bc.ca; Higgins, Claire HLTH:EX <Claire.Higgins@gov.bc.ca>

Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>

Subject: Cliff 1261694 - Approved by Minister

Hello,

Please see attached as approved and signed by Minister Dix.

COU – MO has advised that the appointment letters in the attached email can have his eSig applied.

Claire – FYI that Chris Bennett in Pro-Reg reached out directly, and I have let him know that this has been signed and we're moving back through eApps.

Thank you!

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health

C: 250-880-1552

From: Ho, Theresa HLTH:EX <Theresa.Ho@gov.bc.ca>

Sent: Monday, July 24, 2023 4:42 PM

To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>

Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; London, Kathy HLTH:EX <Kathy.London@gov.bc.ca>

Subject: July 24 updates on Items for Minister Signature - July 19th 2023

Hi Jen,

1. Attached are the signed documents – 1261694

From: Sheppard, Jenifer A HLTH:EX

Sent: Wednesday, July 19, 2023 12:24 PM

To: Ho, Theresa HLTH:EX <Theresa.Ho@gov.bc.ca>; MacMillan, Karin HLTH:EX <Karin.MacMillan@gov.bc.ca>

Cc: London, Kathy HLTH:EX <Kathy.London@gov.bc.ca>; Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; Andrachuk, Andrea HLTH:EX <Andrea.Andrachuk@gov.bc.ca>

Subject: Items for Minister Signature - July 19th 2023

Hello!

Please find attached a list of items for Minister's signature.

Item	Sent to MO	Attachment
1261694 - DBN and Ministerial Appointment Order	Just sent July 17 th	<< Message: 1261694 - ProgGen DBN for Minister Dix - Ministerial Appointment of Amalgamation Lead >>
1262048 –s.13; s.17 s.13	Sent July 12 th (via email from H. Murray)	s.13; s.17

1257890 - DBN - Upholding the Laboratory Facility Applications Moratorium	Sent June 21	<< File: 1257890 - DBN Upholding the Laboratory Facility Applications Moratorium.docx >>
1251711 - DBN Extra Billing of Diagnostic Services – s.18.1 of the Medicare Protection Act	March 3	<< File: 1251711 - DBN Extra Billing of Diagnostic Services – s.18.1 of the Medicare Protection Act.docx >>

Thank you very much!

Jen

Jenifer Sheppard (*she/her*) | Manager, Executive Operations
 Deputy Minister's Office | Ministry of Health
 C: 250-880-1552

Page 1117 of 2093

Withheld pursuant to/removed as

s.22

Page 1118 of 2093

Withheld pursuant to/removal as

s.14

Page 1119 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1120 of 2093 to/à Page 1123 of 2093

Withheld pursuant to/removed as

s.14

Page 1124 of 2093

Withheld pursuant to/removal as

s.14 ; s.22

ID: 82822, Title: Briefing Package for Minister Order under 25.05 (4)

Full Name:

Approval Route: PRO>ADMO>ADM> Associate DM> Minister

Assigned To: Sana, Moysal HLTH:EX Rush: No Briefing Note - Decision Note Signature: Health - Minister

Branch: Profession Regulation & Oversight Other Number: 1261694

Link: N/A

Due Date: 6/30/2023 Date Completed: N/A Date Initiated: 6/20/2023 N/A

Item History

7/26/2023 02:43 PM

Darius, Romy HLTH:EX [Assignee] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action

7/26/2023 08:44 AM

Molina, Alfonso HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to Darius, Romy HLTH:EX for action

Hi Romy, Minister signed and approved documents. Letter emailed from Minister's inbox. Cliff updated and closed. Returning this eAp to you so you can save the documents and then close the eAp. Thank you!

7/26/2023 08:36 AM

Rose, Sylvia HLTH:EX [Colleague of Corporate Operations - Documents] forwarded an eApprovals item to HSWBS Generic for action

Minister signed and approved documents. Letter emailed from Minister's inbox. Cliff updated and closed, eApp returned to HSWBS for closing.

7/25/2023 04:37 PM

Tyson, Jo HLTH:EX [Assignee] approved the item and forwarded it to Corporate Operations - Documents for action

Approved by Minister for esig. Esig applied - letter and Ministerial Order sent out from Minister inbox. Over to Docs as requested.

7/25/2023 04:35 PM

Tyson, Jo HLTH:EX added a document: 1261694 - Correspondence from Minister of Health.msg

7/25/2023 04:34 PM

Tyson, Jo HLTH:EX added a document: M217-2023.pdf

7/25/2023 04:34 PM

Tyson, Jo HLTH:EX added a document: 1261694 - Minister Letter to 11 College Board Chairs .pdf

7/25/2023 03:49 PM

Vincent, Christine E HLTH:EX [Colleague of Corporate Operations - Correspondence] forwarded an eApprovals item to Tyson, Jo HLTH:EX for action

Approved by Assoc DM Dubé; FP to Jo Tyson for send-out of Minister letter as per comments below.

7/25/2023 02:46 PM

Rose, Sylvia HLTH:EX [Colleague of Corporate Operations - Documents] forwarded an eApprovals item to Corporate Operations - Correspondence for action

Forwarding for emailing out of Appendix C letter and attached Ministerial Order (details in attached email). Please return to COU-Docs afterwards.

7/25/2023 02:40 PM

Rose, Sylvia HLTH:EX made some changes to this item's details

7/25/2023 02:39 PM

Rose, Sylvia HLTH:EX added a document: Cliff 1261694 - Approved by Minister .msg

7/25/2023 02:38 PM

Rose, Sylvia HLTH:EX added a document: 1261694 - Appendix B - Ministerial Order M217-2023 - SIGNED.pdf

7/25/2023 02:38 PM

Rose, Sylvia HLTH:EX added a document: Board Chairs and Registrars Email - July 25, 2023.docx

7/25/2023 02:37 PM

Rose, Sylvia HLTH:EX added a document: 1261694 - Appendix C - Minister Letter to 11 College Board Chairs - MO number attached.docx

7/25/2023 12:34 PM

Rose, Sylvia HLTH:EX deleted a document: 1261694 - s.22

7/25/2023 12:34 PM

Rose, Sylvia HLTH:EX added a document: 1261694 - s.22

7/25/2023 11:31 AM

Rose, Sylvia HLTH:EX added a document: 1261694 - DBN - Ministerial Appointment and Ministerial Order - SIGNED.pdf

7/17/2023 09:58 AM

Rose, Sylvia HLTH:EX made some changes to this item's details

7/17/2023 09:58 AM

Rose, Sylvia HLTH:EX [Colleague of Corporate Operations - Documents] added a comment

Emailed to MO; awaiting signed copy.

7/17/2023 09:30 AM

Sheppard, Jenifer A HLTH:EX [Assignee] forwarded an eApprovals item to Corporate Operations - Documents for action

Approved by Jonathan Dube as a/DM. Ready to send through to MO.

7/15/2023 10:51 AM

Dubé, Jonathan HLTH:EX [Assignee] approved the item and forwarded it to Sheppard, Jenifer A HLTH:EX for action

No Comment

7/14/2023 02:13 PM

Sheppard, Jenifer A HLTH:EX [Colleague of DMO Operations HLTH:EX] forwarded an eApprovals item to Dubé, Jonathan HLTH:EX for action

For review/approval as a/DM. Mark Armitage has approved.

We're hoping to receive Minister review/approval next week.

7/14/2023 02:09 PM

Rose, Sylvia HLTH:EX [Colleague of Corporate Operations - Documents] forwarded an eApprovals item to DMO Operations HLTH:EX for action

For review.

7/14/2023 02:07 PM

Tyson, Jo HLTH:EX [Assignee] approved the item and forwarded it to Corporate Operations - Documents for action

The Appendix C letter has been formatted and proofed. Back to Docs

7/14/2023 01:47 PM

Rose, Sylvia HLTH:EX [Colleague of Corporate Operations - Documents] forwarded an eApprovals item to Tyson, Jo HLTH:EX for action

Appendix C to Correspondence for review.

7/14/2023 01:40 PM

Takahashi, Junko HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to Corporate Operations - Documents for action

Hello, Briefing Package approved by Assoc DM Mark Armitage. Forwarding to Corp Ops for DM review and approval. Thank you.

7/14/2023 01:17 PM

Armitage, Mark W [Assignee] approved the item and forwarded it to HSWBS Generic for action

No Comment

7/14/2023 11:15 AM

Takahashi, Junko HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to Armitage, Mark W for action

Hi Mark, PRO REG DBN for your approval - Mark M. request expedited approval. Approved by Mark M. Thank you.

7/14/2023 11:14 AM

Takahashi, Junko HLTH:EX deleted a document: DBN - Ministerial Appointment under 25.docx

Replacing with updated format.

7/14/2023 11:13 AM

Takahashi, Junko HLTH:EX added a document: DBN - Ministerial Appointment under 25 - July 14.docx

7/14/2023 10:19 AM

MacKinnon, Mark [Assignee] approved the item and forwarded it to HSWBS Generic for action

Approved. For expedited review and approval by Mark A, please.

7/14/2023 08:38 AM

Bennett, Christopher [Assignee] forwarded an eApprovals item to MacKinnon, Mark for action
For expedited review/approval. Thanks, Chris

7/14/2023 08:16 AM

Bennett, Christopher deleted a document: Appendix B - Ministerial Order Appointment under 25.05(04).pdf

7/13/2023 04:10 PM

Bennett, Christopher added a document: Appendix B - Ministerial Order - Allan Seckel.doc

7/13/2023 03:35 PM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Bennett, Christopher for action
For review.

7/13/2023 03:33 PM

Sana, Moysal HLTH:EX added a document: ^{s.22}

7/13/2023 03:32 PM

Sana, Moysal HLTH:EX added a document: ^{s.22}

7/13/2023 03:32 PM

Sana, Moysal HLTH:EX added a document: Appendix - C - MoH to Colleges re Expectations of Amalgamation - cb edits.docx

7/13/2023 03:31 PM

Sana, Moysal HLTH:EX added a document: Appendix B - Ministerial Order Appointment under 25.05(04).pdf

7/13/2023 03:30 PM

Sana, Moysal HLTH:EX added a document: Appendix A - College Report.pdf

7/13/2023 03:29 PM

Sana, Moysal HLTH:EX added a document: Draft DBN - Appointment under 25.05 (4).docx

7/13/2023 02:47 PM

Sana, Moysal HLTH:EX made some changes to this item's details

6/20/2023 01:13 PM

Darius, Romy HLTH:EX [Assignee] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action

Hi Moysal. Over to you. Thanks! Romy

6/20/2023 11:42 AM

Darius, Romy HLTH:EX created this item

CONTRACTS AND PROCUREMENT
CONTRACT INFORMATION SLIP

Purpose: To summarize executed contract details in preparation of a purchase order to track contract commitments and pay invoices.

Section 1 - Contract Details	
Contractor Name: Allan Paul Seckel <i>(Legal name and if individual, name on government issued ID)</i>	Contract #: 2024-054 <i>(Issued by Contract Management. Will be used as PO #)</i>
Contractor Address: s.22 s.22	Term: July 31, 2023 to June 28, 2024
Key Personnel Name(s): N/A <i>(Name of individuals performing the services)</i>	Possible Extension: N/A <i>(e.g., two 1-year terms)</i>
Brief Description of Services: Act as a lead & oversee the amalgamation of 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges by June 28, 2024	

Section 2 – Responsible Party	
Division: Health Sector Workforce and Beneficiary Services	Branch: Professional Regulation and Oversight
Program Area Contact: Mark McKinnon/Christopher Bennett	Contract Manager: Mark McKinnon/Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark McKinnon/Christopher Bennett

Section 3 - Solicitation/PO Info	
Procurement Process: Another Competitive Process Used (e.g. using an RFQ list)** (101)	
Solicitation # (RFP or NRQ #): Ministerial Order #M217	
PO Class Code: C - CONTRACT	
PO Category (do not change this): UNSPSC TWO	Subcategory (do not change this): 80101500

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)						
Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Total Amount
23/24	026	66916	44550	6001	6600000	\$81,000
24/25	026	66916	44550	6002	6600000	\$9,000
24/25	026	66916	44550	6001	6600000	\$8,999
24/25	026	66916	44550	6002	6600000	\$1,000
Total Contract Amount:						\$99,999
Additional Information (if required): <i>(Please note any specific Line description required or if any special considerations are required in setting up this PO)</i>						

ID: 82700, Title: GSA - Allan Paul Seckel

Full Name:

Approval Route: Moysal Sana > Contracts and Procurement > Moysal Sana

Assigned To: Darius, Romy HLTH:EX Rush: No Contracts - Contracts Signature: Assistant Deputy Minister

Branch: Profession Regulation & Oversight Other Number: N/A

Link: N/A

Due Date: 6/23/2023 Date Completed: N/A Date Initiated: 6/16/2023 N/A

Item History

9/8/2023 10:04 AM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Darius, Romy HLTH:EX for action

Hi Romy, documents have been saved to our LAN. Over to you for closing, please. Thank you

7/27/2023 10:47 AM

O'Keefe, Teresa HLTH:EX [Colleague of Contract Management] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action

Hi Moysal - Please ensure all documents are saved & then you can close the eApproval. Please send invoices (along with completed coding block) to HLTH.contractadmin@gov.bc.ca. I have confirmed with RMB that the witness's name being written out & not signed is not a concern. Thanks, Teresa

7/27/2023 10:35 AM

O'Keefe, Teresa HLTH:EX deleted a document: FOR REVIEW - GSA 2024-054 -v9 .docx

7/27/2023 10:34 AM

O'Keefe, Teresa HLTH:EX deleted a document: **s.22**

7/27/2023 10:30 AM

O'Keefe, Teresa HLTH:EX added a document: Signed GSA 2024-054.pdf

7/27/2023 10:30 AM

O'Keefe, Teresa HLTH:EX deleted a document: GSA 2024-054 -FINAL - Signed.pdf

7/27/2023 10:27 AM

O'Keefe, Teresa HLTH:EX deleted a document: GSA 2024-054 -FINAL.pdf

7/27/2023 10:24 AM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Contract Management for action

Please see executed contract. Note on the **s.22** in the below comments. Thank you, Moysal

7/27/2023 10:10 AM

Molina, Alfonso HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action

Hi Moysal, Assoc DM Mark Armitage approved. Returning the eAp as requested. Thank you!

7/27/2023 10:09 AM

Molina, Alfonso HLTH:EX added a document: GSA 2024-054 -FINAL - for expense authority signature.pdf

7/27/2023 10:02 AM

Armitage, Mark W [Assignee] approved the item and forwarded it to HSWBS Generic for action

No Comment

7/27/2023 09:51 AM

Molina, Alfonso HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to Armitage, Mark W for action

Hi Mark, PRO is seeking expediated expense authority signature. Document 'GSA 2024-054 -FINAL - for expense authority signature.pdf' for your review and approval. Thank you!

7/27/2023 09:41 AM

Darius, Romy HLTH:EX [Assignee] forwarded an eApprovals item to HSWBS Generic for action

Hi Alfonso, Sending this over for Mark A's review and approval. Thanks! Romy

7/27/2023 09:34 AM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Darius, Romy HLTH:EX for action

Hi Romy, seeking expediated expense authority signature (Mark A.) on the document "GSA 2024-054 -FINAL - for expense authority signature".
[Note: the Appointees Idemnity Form has been signed - we have asked the contractor if "none" can be confirmed in the latter part of the form].
Thank you, Moysal

7/27/2023 09:23 AM

Sana, Moysal HLTH:EX added a document: **s.22**

7/27/2023 09:22 AM

Sana, Moysal HLTH:EX added a document: GSA 2024-054 -FINAL - for expense authority signature.pdf

7/27/2023 09:03 AM

Bennett, Christopher [Assignee] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action
For update. Thanks, Chris

7/26/2023 10:43 AM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Bennett, Christopher for action

7/26/2023 09:59 AM

Zary, Michael HLTH:EX [Colleague of Contract Management] approved the item and forwarded it to Sana, Moysal HLTH:EX for action
Hi Moysal. Please have the GSA executed and returned, **s.22** to us via this eApp. Thanks

7/26/2023 09:52 AM

O'Keefe, Teresa HLTH:EX added a document: GSA 2024-054 -FINAL.pdf

7/26/2023 09:47 AM

O'Keefe, Teresa HLTH:EX deleted a document: GSA 2024-054 -v7.docx
replaced with pdf GSA 224-054-FINAL

7/26/2023 09:31 AM

O'Keefe, Teresa HLTH:EX [Colleague of Contract Management] added a comment
s.22 has not been completed. Once completed please send a copy to Contract Management

7/26/2023 09:28 AM

O'Keefe, Teresa HLTH:EX added a document: CIS 2024-054 - FINAL.docx

7/26/2023 09:28 AM

O'Keefe, Teresa HLTH:EX deleted a document: CIS 2024-054 - v2.docx
replaced with CIS 224-054-FINAL

7/26/2023 09:20 AM

O'Keefe, Teresa HLTH:EX made some changes to this item's details

7/25/2023 04:17 PM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Contract Management for action
For final review/approval. Thank you, Moysal

7/25/2023 04:15 PM

Westgate, Brian A HLTH:EX [Assignee] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action
Approved as A/ED

7/25/2023 04:12 PM

Bennett, Christopher [Assignee] forwarded an eApprovals item to Westgate, Brian A HLTH:EX for action
For approval as A/ED. Thanks, Chris

7/25/2023 03:28 PM

Bennett, Christopher deleted a document: 2.1 - , **s.22**

7/25/2023 03:28 PM

Bennett, Christopher deleted a document: 2 - 1261694 - **s.22**

7/25/2023 03:28 PM

Bennett, Christopher added a document: **s.22**

7/25/2023 02:25 PM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Bennett, Christopher for action
Hi Chris, documents numbered 1-5 for your review/approval. Thank you, Moysal

7/25/2023 02:17 PM

Sana, Moysal HLTH:EX added a document: 5 - s.14 msg

7/25/2023 02:17 PM

Sana, Moysal HLTH:EX added a document: 4.1 s.13 msg

7/25/2023 02:17 PM

Sana, Moysal HLTH:EX added a document: 4 - s.13 msg

7/25/2023 02:17 PM

Sana, Moysal HLTH:EX added a document: 3 - GSA 2024-054 -v9 - pro reviewed.docx

7/25/2023 02:16 PM

Sana, Moysal HLTH:EX added a document: 2.1 s.22

7/25/2023 02:16 PM

Sana, Moysal HLTH:EX added a document: 2 - 1261694 - s.22

7/25/2023 02:16 PM

Sana, Moysal HLTH:EX added a document: 1 - M217-2023.pdf

7/25/2023 10:42 AM

Bennett, Christopher [Assignee] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action
For update prior to send. Thanks, Chris

7/20/2023 08:35 PM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Bennett, Christopher for action

7/14/2023 10:25 AM

Bennett, Christopher [Assignee] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action
Sending to you for update, once we have the signed MO. Thanks, Chris

7/7/2023 11:48 AM

O'Keefe, Teresa HLTH:EX [Colleague of Contract Management] forwarded an eApprovals item to Bennett, Christopher for action
Hi Chris - as per the attached email and our IM's I'm returning this back to you. Once you have received the Ministerial Order, please add it & return to us for final review/approval. In the meantime, you can shared this with the Contractor, however it can not yet be signed. Thanks, Teresa

7/7/2023 11:46 AM

O'Keefe, Teresa HLTH:EX added a document: Draft GSA for ok for Allan Paul Seckel.msg

7/7/2023 11:46 AM

O'Keefe, Teresa HLTH:EX added a document: GSA 2024-054 -v7.docx

7/7/2023 11:46 AM

O'Keefe, Teresa HLTH:EX deleted a document: DRAFT 2023 07 04 - GSA - Writing Guide Template.docx

7/5/2023 08:16 AM

O'Keefe, Teresa HLTH:EX added a document: CIS 2024-054 - v2.docx

7/5/2023 08:16 AM

O'Keefe, Teresa HLTH:EX deleted a document: 2023 07 04 - Contract Information Slip.docx

7/5/2023 07:43 AM

O'Keefe, Teresa HLTH:EX made some changes to this item's details

7/5/2023 07:29 AM

O'Keefe, Teresa HLTH:EX made some changes to this item's details

7/4/2023 02:55 PM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Contract Management for action
For expediated review, please find attached the draft GSA. Please note, the Ministerial Order has not been signed yet.

7/4/2023 02:50 PM

Sana, Moysal HLTH:EX added a document: DRAFT 2023 07 04 - GSA - Writing Guide Template.docx

7/4/2023 02:48 PM

Sana, Moysal HLTH:EX added a document: 2023 07 04 - Contract Information Slip.docx

7/4/2023 02:48 PM

Sana, Moysal HLTH:EX added a document: 2023 06 29 - DPSP Advice Email.msg

6/23/2023 02:05 PM

Armitage, Mark W [Assignee] approved the item and forwarded it to Sana, Moysal HLTH:EX for action

No Comment

6/21/2023 08:27 AM

O'Keefe, Teresa HLTH:EX [Colleague of Contract Management] approved the item and forwarded it to Armitage, Mark W for action

Hi Mark - please provide EA approval and then return to Moysal for next steps. Thanks, Teresa

6/20/2023 03:37 PM

Liu, Lintao HLTH:EX [Assignee] approved the item and forwarded it to Contract Management for action

Approved.

6/20/2023 03:23 PM

Leppard, Brianna HLTH:EX [Colleague of FCS Generic] forwarded an eApprovals item to Liu, Lintao HLTH:EX for action

For Decision Support approval. Thanks.

6/20/2023 10:05 AM

Takahashi, Junko HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to FCS Generic for action

Hello, Forwarding to FCS for Decision Support/Lintao Liu approval and Contract and Procurement/Teresa O'Keefe approval. Please return to HSWBS Generic for EA approval next. Thank you.

6/20/2023 10:02 AM

Darius, Romy HLTH:EX [Assignee] forwarded an eApprovals item to HSWBS Generic for action

Hi Junko, Sending this RUSH over to you to send to Lintao Liu at FCS for Decision Support approval. Thanks! Romy

6/20/2023 10:00 AM

Darius, Romy HLTH:EX made some changes to this item's details

6/20/2023 09:30 AM

Takahashi, Junko HLTH:EX [Colleague of Armitage, Mark W] forwarded an eApprovals item to Darius, Romy HLTH:EX for action

Hi Romy, Return to you as per your request. Thank you.

6/20/2023 09:09 AM

Takahashi, Junko HLTH:EX [Colleague of HSWBS Generic] forwarded an eApprovals item to Armitage, Mark W for action

Hi Mark, RUSH - For your review and approval. Approved by Mark M. Thank you.

6/20/2023 09:01 AM

Darius, Romy HLTH:EX [Assignee] forwarded an eApprovals item to HSWBS Generic for action

Hi Junko, As per Mark M for Mark A's review and approval. Thanks! Romy

6/20/2023 08:57 AM

MacKinnon, Mark [Assignee] approved the item and forwarded it to Darius, Romy HLTH:EX for action

Approved. For Mark A's review and approval, please.

6/20/2023 08:18 AM

Bennett, Christopher [Assignee] forwarded an eApprovals item to MacKinnon, Mark for action

For review. Once reviewed please forward to Moysal who will forward onto contracts for further approvals. Thanks, Chris

6/19/2023 11:29 AM

Sana, Moysal HLTH:EX [Assignee] forwarded an eApprovals item to Bennett, Christopher for action

For review and approval.

6/19/2023 11:23 AM

Sana, Moysal HLTH:EX added a document: 2023 06 19 - Contract Preapproval Request.docx

6/19/2023 11:22 AM

Sana, Moysal HLTH:EX deleted a document: RE_ E-Apps Request - Pre Approval Contract Form for Amalgamation Leader under 25_05 (4) in the HPA .msg

6/16/2023 08:39 AM

Robertson-Jones, Mhairi HLTH:EX [Assignee] forwarded an eApprovals item to Sana, Moysal HLTH:EX for action

Hi Moysal, over to you as requested. Thanks! Mhairi

6/16/2023 08:38 AM

Robertson-Jones, Mhairi HLTH:EX created this item

6/16/2023 08:38 AM

Robertson-Jones, Mhairi HLTH:EX added a document: RE_ E-Apps Request - Pre Approval Contract Form for Amalgamation Leader under 25_05 (4) in the HPA .msg

From: Le Gras, Nicole M HLTH:EX(Nicole.M.LeGras@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca); Cid, Vinicius C HLTH:EX (Vinicius.Cid@gov.bc.ca)
Subject: RE: RUSH - RE: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA
Sent: 06/30/2023 00:42:57

Hello Moysal,

s.13

Thank you,

Nicole Le Gras (she/her)

Senior Privacy Analyst
Ministry of Health/Ministry of Mental Health and Addictions
Phone: 250-978-9732

Offering acknowledgement in honour of the traditional keepers of the land on which I live, work and learn – the Lekwungen speaking peoples, known today as the Esquimalt and Songhees Nations.

Kindly note: Nothing in my email constitutes legal advice.

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Thursday, June 29, 2023 5:36 PM
To: Le Gras, Nicole M HLTH:EX <Nicole.M.LeGras@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>; Cid, Vinicius C HLTH:EX <Vinicius.Cid@gov.bc.ca>
Subject: RE: RUSH - RE: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA

Thanks for the quick response, Nicole! Sorry to clarify, do we need further approvals from HLTHInfoSec@gov.bc.ca?

Tank you again,
Moysal

From: Le Gras, Nicole M HLTH:EX <Nicole.M.LeGras@gov.bc.ca>
Sent: Thursday, June 29, 2023 5:14 PM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>; Cid, Vinicius C HLTH:EX <Vinicius.Cid@gov.bc.ca>
Subject: RE: RUSH - RE: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA

Good Afternoon,

s.13

Sincerely,

Nicole Le Gras (she/her)

Senior Privacy Analyst
Ministry of Health/Ministry of Mental Health and Addictions
Phone: 250-978-9732

*Offering acknowledgement in honour of the traditional keepers of the land on which I live, work and learn – the Lekwungen speaking peoples, known today as the Esquimalt and Songhees Nations.
Kindly note: Nothing in my email constitutes legal advice.*

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Thursday, June 29, 2023 3:52 PM
To: Health Information Privacy HLTH:EX <HealthInformationPrivacy@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RUSH - RE: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA
Importance: High

Greetings,

Seeking an expediated review on the below, please. Can you kindly let us know when we can expect a response by?

Thank you so much,
Moysal

Moysal Sana
Policy Analyst
Professional Regulation & Oversight Branch
Health Sector Workforce and Beneficiary Services Division
Ministry of Health

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From: Sana, Moysal HLTH:EX
Sent: Monday, June 26, 2023 7:54 AM
To: Health Information Privacy HLTH:EX <HealthInformationPrivacy@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: PIA/STRA/Schedule E, G or I Requirements (Privacy/Security) - Appointed Leader under 25.05 (4) of the HPA

Hello DPSP,

Please review the attached information to determine if the following is needed for the contract for the appointed leader under 25.05 (4) of the Health Professions Act (HPA).

s.13

To help with this review I have included the following information:

- Contract Pre-Approval Request Form – with approvals

If you require any further information, please do not hesitate to reach out to Chris and I.

Thank you,

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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June 29, 2023

Regulatory College Board Chairs [and Registrars](#)

s.13

Dear Board Chairs [and Registrars](#):

[I would like to start by expressing my sincere thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges provide an integral role in the health system in ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.](#)

[As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health professions regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the formation of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.](#)

[As you know, another core element of government's modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with a goal of reducing the number to six colleges.](#)

s.13

[Further to this, on July XX, 2023, Government amended the *Health Professions Designation and Amalgamation Regulation* establishing the following amalgamations effective June 28, 2024:](#)

- [The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.](#)
- [The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC be amalgamated into one college.](#)

s.13

[Further to this, I am pleased to announce that I have appointed Allan Seckel K.C. \(MO XX/2023\) pursuant to S.25.05\(04\) of the *Health Professions Act* to lead the two amalgamations. As you may know, Allan has a diverse background spanning private practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011 and more recently CEO of the Doctors of BC.](#)

s.21

s.21

The powers of this appointment are articulated in S.25.05(04) of the HPA. s.13

s.13

Thank you also for your ongoing, collective commitment to this important initiative.

Sincerely,

The Honourable, Adrian Dix
Minister of Health

pc:

Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health

Statutory Powers under Section 25.05(04) of the *Health Professions Act*

S.25.05(04) of the HPA articulates that the appointee “exercise the powers and perform the duties” of the college boards and “has all powers, duties, rights and obligations of the board of the former college, to the extent that those powers, duties, right and obligations relate to amalgamation”.

25.05 (04) For the purposes of providing an orderly transition from former colleges to an amalgamated college,

(a) the minister may, by order, appoint one or more persons to exercise the powers and perform the duties of a board for a former college, and
(b) subject to any limit or condition set by the minister, a person appointed under paragraph (a) (i) has all of the powers, duties, rights and obligations of the board for the former college, to the extent that those powers, duties, rights and obligations relate to the amalgamation, and
(ii) may, before the amalgamation date, exercise a power and perform a duty referred to in subparagraph (i) of this paragraph.

s.13

s.13

In response, this letter is to inform you that the Ministry of Health has taken action to appoint an amalgamation lead under s. 25.05(4).

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Psychologists of British Columbia;
- (c) the College of Optometrists of British Columbia;
- (d) the College of Opticians of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Occupational Therapists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (h) the College of Massage Therapists of British Columbia;
- (i) the College of Traditional Chinese Medicine and Acupuncturists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia;
- (k) the College of Chiropractors of British Columbia;

The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC be amalgamated into one college.

- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC be amalgamated into one college.

As you know, government wishes to amalgamate seven of these colleges into a single regulator of allied health professions, and to amalgamate the remaining four into a single regulator of complementary and alternative health professions.

As Minister Dix has stated, government's intention is that the new college of allied health professions will be formed through the amalgamation of:

- College of Dietitians of British Columbia;
- College of Occupational Therapists of British Columbia;
- College of Optometrists of British Columbia;
- College of Opticians of British Columbia;
- College of Physical Therapists of British Columbia;
- College of Psychologists of British Columbia;
- College of Speech and Hearing Health Professionals of British Columbia.

Similarly, government's intention is that the new college of complementary and alternative professions will be formed through the amalgamation of:

- College of Chiropractors of British Columbia;
- College of Massage Therapists of British Columbia;
- College of Naturopathic Physicians of British Columbia;
- College of Traditional Chinese Medicine and Acupuncturists of British Columbia.

Over the past several years you have been your support has been integral in supporting Government initiatives, including modernization of the health professions regulatory framework and responding to the COVID-19 pandemic.

I would like to start by expressing my thanks and appreciation to the boards and staff of each of your colleges for your continued and collective leadership, support and dedication to protecting public safety, supporting government initiatives, including

collective support collective leadership and commitment to public safety, your support of government initiatives, and your resilience in responding to the COVID-19 pandemic. BC's health profession regulatory colleges play a critical role in ensuring that the public can be confident that they receive competent, effective and ethical care from regulated health professionals. This trust is an essential foundation for a health system that meets the needs of the public.

s.13

s.13

For your knowledge, amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008 are required before a Ministerial appointment under s. 25.05.(4) can take place. On July 7th, 2023, the Ministry of Health made amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008. The regulatory amendments would, effective June 28, 2024, establish the following colleges:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC be amalgamated into one college.
- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC be amalgamated into one college.

Following these amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008, on July XX, 2023, the Minister of Health, [under 25.05(4)], by Order appointed Allan Seckel, K.C., to exercise the powers and perform the duties of the board of each of the above-mentioned colleges, and has all of the powers, duties rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008, in respect to ensuring an orderly transition from former colleges to the above-mentioned amalgamated colleges.

In support of this order, the Minister's expectations of conduct to ensure the orderly transition of the 11 amalgamated colleges into 2 multi-profession colleges by June 28, 2024, between the appointee, Allan Seckel, and the Regulatory College Board Chairs, include, but is not limited to, the following:

s.13

Thank you also for your ongoing, collective commitment to this important initiative.

Sincerely,

The Honourable, Adrian Dix

s.13

Minister of Health

pc:

Mark Armitage, Assistant Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Christopher Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia
Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia

Page 1143 of 2093

Withheld pursuant to/removal as

s.14

Page 1144 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1145 of 2093

Withheld pursuant to/removed as

s.13 ; s.22

Page 1146 of 2093

Withheld pursuant to/removal as

s.13

Page 1147 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1148 of 2093 to/à Page 1149 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1150 of 2093 to/à Page 1152 of 2093

Withheld pursuant to/removed as

s.13 ; s.14 ; s.22

Page 1153 of 2093 to/à Page 1154 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1155 of 2093 to/à Page 1156 of 2093

Withheld pursuant to/removed as

s.14

Page 1157 of 2093 to/à Page 1158 of 2093

Withheld pursuant to/removed as

s.13 ; s.14 ; s.22

Page 1159 of 2093

Withheld pursuant to/removal as

s.14

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: s.13
Sent: 07/07/2023 15:40:03

sounds good—just an fyi I spoke to Darren, he was super helpful. s.22
s.22

So it appears

we've dealt with the issue.
Thanks for all you help on this and have a great weekend!
Chris

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Friday, July 7, 2023 8:36 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: s.13

Hi Chris, no further comments from me on this. Moysal

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Thursday, July 6, 2023 9:02 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: s.13

From: Allan Seckel s.22
Sent: Thursday, July 6, 2023 7:58 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: s.13

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

s.13

Thanks for all your work on this matter.
Allan

Begin forwarded message:

From: Bradley Chisholm <bradley@regulatorspractice.com>
Date: Jul 5, 2023 at 9:44 PM
To: Allan Seckel s.22
Subject: s.13

Thank you for the opportunity to look at this.
s.13

Bradley Chisholm

Principal

The Regulator's Practice

C. 778.987.4346 | M. 250.654.1220

www.regulatorspractice.com

From: Allan Seckel s.22
Date: Wednesday, July 5, 2023 at 10:17 AM

To: Bradley Chisholm <bradley@regulatorspractice.com>

Subject: s.13

Hi Bradley

I'm permitted to share this with you, s.13

s.13

Allan

Begin forwarded message:

From: Christopher HLTH:EX Bennett <christopher.bennett@gov.bc.ca>

Date: Jul 5, 2023 at 4:58 PM

To: Allan Seckel s.22

Cc: Mark HLTH:EX MacKinnon <mark.mackinnon@gov.bc.ca>

Subject: s.13

Hi Allan,

s.13

Thanks and please let me know if you have any questions.

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

Page 1162 of 2093

Withheld pursuant to/removed as

s.13 ; s.14 ; s.22

Page 1163 of 2093 to/à Page 1166 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1167 of 2093 to/à Page 1168 of 2093

Withheld pursuant to/removed as

s.13 ; s.14 ; s.22

Page 1169 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Allan Seckel s.22
To: MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca)
Subject: s.13
Sent: 07/06/2023 18:47:03

Hi Allan,

s.13

Cheers,

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

From: Allan Seckel s.22

Sent: Thursday, July 6, 2023 7:58 AM

To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>

Subject: s.13

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

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s.13

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Allan

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From: Bradley Chisholm <bradley@regulatorspractice.com>

Date: Jul 5, 2023 at 9:44 PM

To: Allan Seckel s.22

Subject: s.13

Thank you for the opportunity to look at this.

s.13

Bradley Chisholm

Principal

The Regulator's Practice

C. 778.987.4346 | M. 250.654.1220

www.regulatorspractice.com

From: Allan Seckel s.22

Date: Wednesday, July 5, 2023 at 10:17 AM

To: Bradley Chisholm <bradley@regulatorspractice.com>

Subject: s.13

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s.13

Allan

Begin forwarded message:

From: Christopher HLTH:EX Bennett <christopher.bennett@gov.bc.ca>

Date: Jul 5, 2023 at 4:58 PM

To: Allan Seckel s.22

Cc: Mark HLTH:EX MacKinnon <mark.mackinnon@gov.bc.ca>

Subject: s.13

Hi Allan,

s.13

Thanks and please let me know if you have any questions.

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: RE: Draft GSA for Leader for amalgamation for review
Sent: 07/05/2023 21:28:07

All good 😊

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 2:21 PM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: FW: Draft GSA for Leader for amalgamation for review
Accidently sent all – afternoon brain.

From: Sana, Moysal HLTH:EX
Sent: Wednesday, July 5, 2023 2:18 PM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: Draft GSA for Leader for amalgamation for review
Hi Chris,
Just finishing up an overdue FOI request – will turn to this shortly and let you know if I have any questions.
Sorry for the delay!
Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 1:27 PM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: Draft GSA for Leader for amalgamation for review
Hi Moysal
Please review the attached and let me know if you have any questions. If you are good with it, I'll reach out to RMB.
Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe –Dr. Bonnie Henry

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 1:07 PM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Hi Teresa,
The below sounds fine with us – thank you.
Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:56 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Hi Moysal

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca
Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe -Dr. Bonnie Henry

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:38 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Hello,
Sounds good, thank you so much. Comments below.
Thank you,
Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 9:59 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Hi Moysal

Once I have a draft of the GSA, I can then reach out to RMB to confirm. I've already started drafting the GSA so I'll just continue but I do need some additional information.

- Does the contractor have a middle name? **Allan Paul Seckel**
- The Contract Information Slip shows a total of \$100K. As per Core Policy, any contracts that are \$100K & over require the contractor to provide a Tax Verification Letter (TVL) before we can sign the agreement. Would you like to change the contract amount to \$99K in order to avoid the requirement? **Can be \$99,999K, or \$99k – does contracts has a preference?**
- Are the services being performed at the contractors place of business? What about meetings? Are they virtual or in person? **Primarily virtual but there may be some in-person as well**^{s.22}

s.22

- Are you reimbursing for expenses? If so, how much of the contact value is being set aside for expenses?
s.13

Once I have these answers, I'll update the GSA & then can email you a copy to review before I send to RMB

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe -Dr. Bonnie Henry

I respectfully acknowledge—with gratitude—that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
*appointee, in lieu of employee

From: Sana, Moysal HLTH:EX

Sent: Wednesday, July 5, 2023 8:45 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Teresa,

Thanks so much for the email, s.22

s.22 Are we able to receive confirmation from Risk Management Branch so we're able to present a draft contract to the prospective appointee? I'm happy to transfer our content to the formal GSA template, if that's helpful. Did we land on if we're able to use the draft Ministerial Order as an appendix in Schedule A? The prospective employee's name is Allan Seckel.

Thank you,

Moysal

Moysal Sana

Policy Analyst
Professional Regulation & Oversight Branch
Health Sector Workforce and Beneficiary Services Division
Ministry of Health

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s.13

In the meantime, please proceed with the Ministerial Order.

If you have any questions, please let us know.

Thanks

Teresa O’Keefe

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Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

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From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Sent: 07/05/2023 18:30:00

s.13

Thanks,
Chris

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 11:27 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Hi Chris,

s.13

Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:56 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Hi Moysal

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:38 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
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Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

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s.22

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we're able to present a draft contract to the prospective appointee? I'm happy to transfer our content to the

formal GSA template, if that's helpful. Did we land on if we're able to use the draft Ministerial Order as an appendix in Schedule A? The prospective employee's name is Allan Seckel.

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Subject: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

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s.13

In the meantime, please proceed with the Ministerial Order.

If you have any questions, please let us know.

Thanks

Teresa O'Keefe

Contract Specialist

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Ministry of Health

Finance & Corporate Services Division

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Page 1179 of 2093

Withheld pursuant to/removed as

s.13 ; s.22

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: s.13
Sent: 07/05/2023 15:18:16
Attachments: s.13

Hi Chris,

Edits for considerations.

Moysal

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Tuesday, July 4, 2023 9:31 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: s.13

Some rough edits for your review. Let me know if you have any thoughts?

Thanks,

Chris

June 29, 2023

Regulatory College Board Chairs and Registrars

Dear Board Chairs and Registrars:

I would like to start by expressing my sincere thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges provide an integral role in the health system in ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health professions regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the formation of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

As you know, another core element of government's modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with a goal of reducing the number to six colleges.

Further to this, on July XX, 2023, Government amended the *Health Professions Designation and Amalgamation Regulation* establishing the following amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.
- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC be amalgamated into one college.

s.13

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C. (MO XX/2023) pursuant to S.25.05(04) of the *Health Professions Act* to lead the two amalgamations. As you may know, Allan has a diverse background spanning private practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011 and more recently CEO of the Doctors of BC.

s.21

s.21

The powers of this appointment are articulated in S.25.05(04) of the HPA. s.13

s.13

Thank you also for your ongoing, collective commitment to this important initiative.

Sincerely,

The Honourable, Adrian Dix
Minister of Health

pc:

Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health

Statutory Powers under Section 25.05(04) of the *Health Professions Act*

S.25.05(04) of the HPA articulates that the appointee “exercise the powers and perform the duties” of the college boards and “has all powers, duties, rights and obligations of the board of the former college, to the extent that those powers, duties, right and obligations relate to amalgamation”.

25.05 (04) For the purposes of providing an orderly transition from former colleges to an amalgamated college,

(a) the minister may, by order, appoint one or more persons to exercise the powers and perform the duties of a board for a former college, and

(b) subject to any limit or condition set by the minister, a person appointed under paragraph (a) (i) has all of the powers, duties, rights and obligations of the board for the former college, to the extent that those powers, duties, rights and obligations relate to the amalgamation, and

(ii) may, before the amalgamation date, exercise a power and perform a duty referred to in subparagraph (i) of this paragraph.

s.13

In response, this letter is to inform you that the Ministry of Health has taken action to appoint an amalgamation lead under s. 25.05(4).

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Psychologists of British Columbia;
- (c) the College of Optometrists of British Columbia;
- (d) the College of Opticians of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Occupational Therapists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (h) the College of Massage Therapists of British Columbia;
- (i) the College of Traditional Chinese Medicine and Acupuncturists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia;
- (k) the College of Chiropractors of British Columbia;

The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC be amalgamated into one college.

- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC be amalgamated into one college.

As you know, government wishes to amalgamate seven of these colleges into a single regulator of allied health professions, and to amalgamate the remaining four into a single regulator of complementary and alternative health professions.

As Minister Dix has stated, government's intention is that the new college of allied health professions will be formed through the amalgamation of:

- College of Dietitians of British Columbia;
- College of Occupational Therapists of British Columbia;
- College of Optometrists of British Columbia;
- College of Opticians of British Columbia;
- College of Physical Therapists of British Columbia;
- College of Psychologists of British Columbia;
- College of Speech and Hearing Health Professionals of British Columbia.

Similarly, government's intention is that the new college of complementary and alternative professions will be formed through the amalgamation of:

- College of Chiropractors of British Columbia;
- College of Massage Therapists of British Columbia;
- College of Naturopathic Physicians of British Columbia;
- College of Traditional Chinese Medicine and Acupuncturists of British Columbia.

Over the past several years you have been your support has been integral in supporting Government initiatives, including modernization of the health professions regulatory framework and responding to the COVID-19 pandemic.

I would like to start by expressing my thanks and appreciation to the boards and staff of each of your colleges for your continued and collective leadership, support and dedication to protecting public safety, supporting government initiatives, including

collective support collective leadership and commitment to public safety, your support of government initiatives, and your resilience in responding to the COVID-19 pandemic. BC's health profession regulatory colleges play a critical role in ensuring that the public can be confident that they receive competent, effective and ethical care from regulated health professionals. This trust is an essential foundation for a health system that meets the needs of the public.

s.13

s.13

For your knowledge, amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008 are required before a Ministerial appointment under s. 25.05.(4) can take place. On July 7th, 2023, the Ministry of Health made amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008. The regulatory amendments would, effective June 28, 2024, establish the following colleges:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC be amalgamated into one college.
- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC be amalgamated into one college.

Following these amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008, on July XX, 2023, the Minister of Health, [under 25.05(4)], by Order appointed Allan Seckel, K.C., to exercise the powers and perform the duties of the board of each of the above-mentioned colleges, and has all of the powers, duties rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008, in respect to ensuring an orderly transition from former colleges to the above-mentioned amalgamated colleges.

In support of this order, the Minister's expectations of conduct to ensure the orderly transition of the 11 amalgamated colleges into 2 multi-profession colleges by June 28, 2024, between the appointee, Allan Seckel, and the Regulatory College Board Chairs, include, but is not limited to, the following:

s.13

Thank you also for your ongoing, collective commitment to this important initiative.

Sincerely,

The Honourable, Adrian Dix

Minister of Health

pc:

Mark Armitage, Assistant Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Christopher Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia
Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia

June 29, 2023

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s.21

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[The powers of this appointment are articulated in S.25.05\(04\) of the HPA.](#) s.13
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[The Honourable, Adrian Dix](#)
[Minister of Health](#)

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- College of Dietitians of British Columbia;
- College of Occupational Therapists of British Columbia;
- College of Optometrists of British Columbia;
- College of Opticians of British Columbia;
- College of Physical Therapists of British Columbia;
- College of Psychologists of British Columbia;
- College of Speech and Hearing Health Professionals of British Columbia.

Similarly, government's intention is that the new college of complementary and alternative professions will be formed through the amalgamation of:

- College of Chiropractors of British Columbia;
- College of Massage Therapists of British Columbia;
- College of Naturopathic Physicians of British Columbia;
- College of Traditional Chinese Medicine and Acupuncturists of British Columbia.

Over the past several years you have been your support has been integral in supporting Government initiatives, including modernization of the health professions regulatory framework and responding to the COVID-19 pandemic.

I would like to start by expressing my thanks and appreciation to the boards and staff of each of your colleges for your continued and collective leadership, support and dedication to protecting public safety, supporting government initiatives, including

collective support collective leadership and commitment to public safety, your support of government initiatives, and your resilience in responding to the COVID-19 pandemic. BC's health profession regulatory colleges play a critical role in ensuring that the public can be confident that they receive competent, effective and ethical care from regulated health professionals. This trust is an essential foundation for a health system that meets the needs of the public.

s.13

For your knowledge, amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008 are required before a Ministerial appointment under s. 25.05.(4) can take place. On July 7th, 2023, the Ministry of Health made amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008. The regulatory amendments would, effective June 28, 2024, establish the following colleges:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC be amalgamated into one college.
- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC be amalgamated into one college.

Following these amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008, on July XX, 2023, the Minister of Health, [under 25.05(4)], by Order appointed Allan Seckel, K.C., to exercise the powers and perform the duties of the board of each of the above-mentioned colleges, and has all of the powers, duties rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008, in respect to ensuring an orderly transition from former colleges to the above-mentioned amalgamated colleges.

In support of this order, the Minister's expectations of conduct to ensure the orderly transition of the 11 amalgamated colleges into 2 multi-profession colleges by June 28, 2024, between the appointee, Allan Seckel, and the Regulatory College Board Chairs, include, but is not limited to, the following:

Thank you also for your ongoing, collective commitment to this important initiative.

Sincerely,

The Honourable, Adrian Dix
Minister of Health

pc:

Mark Armitage, Assistant Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Christopher Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia
Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia

From: MacKinnon, Mark HLTH:EX(Mark.MacKinnon@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
To: MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca)
Subject: s.13
Sent: 07/04/2023 23:35:07
Attachments: s.13

Thanks Chris – this looks good. s.13
s.13

Thanks,

M

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Tuesday, July 4, 2023 3:00 PM
To: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: s.13

Hi Mark,

See attached a first stab at an accompanying letter to go with the appointment, please let me know your thoughts/comments?

Thanks

Chris

June 29, 2023

Regulatory College Board Chairs and Registrars

Dear Board Chairs and Registrars:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges. With support from the Ministry of Health via a \$4M grant, I acknowledge the hard work of you and your staff over the past months in preparing for these amalgamations.

I am pleased to confirm that on July XX, 2023 the *Health Professions Designation and Amalgamation Regulation* was amended (OIC#/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.
- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

s.13

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C. (MO XX/2023), pursuant to S.25.05(04) of the *Health Professions Act* to lead the two amalgamations. As you may know, Allan has a diverse background spanning private practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011 and more recently CEO of the Doctors of BC.

s.21

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order XX/2023. s.13

s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

Honourable Adrian Dix
Minister of Health

pc:

Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca)
Subject: s.13
Sent: 07/04/2023 22:00:13
Attachments: s.13

Hi Mark,

See attached a first stab at an accompanying letter to go with the appointment, please let me know your thoughts/comments?

Thanks

Chris

June 29, 2023

Regulatory College Board Chairs and Registrars

Dear Board Chairs and Registrars:

I would like to start by expressing my sincere thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges provide an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health professions regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges. With support from the Ministry of Health via a \$4M grant, I acknowledge the hard work of you and your staff over the past months in preparing for these amalgamations.

On this, I am pleased to announce that on July XX, 2023 the *Health Professions Designation and Amalgamation Regulation* was amended (OIC#/2023) formalizing these two amalgamations effective June 28, 2024:

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- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

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2011 and more recently CEO of the Doctors of BC.

s.21

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order XX/2023. s.13

s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

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Minister of Health

pc:

Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: s.13
Sent: 07/04/2023 16:30:51
Attachments: s.13

Some rough edits for your review. Let me know if you have any thoughts?

Thanks,
Chris

June 29, 2023

Regulatory College Board Chairs [and Registrars](#)

Dear Board Chairs [and Registrars](#):

[I would like to start by expressing my sincere thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges provide an integral role in the health system in ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.](#)

[As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health professions regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the formation of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.](#)

[As you know, another core element of government's modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with a goal of reducing the number to six colleges.](#)

[Further to this, on July XX, 2023, Government amended the *Health Professions Designation and Amalgamation Regulation* establishing the following amalgamations effective June 28, 2024:](#)

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- [The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC be amalgamated into one college.](#)

s.13

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s.22

s.22

The powers of this appointment are articulated in S.25.05(04) of the HPA. s.13
s.13

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Minister of Health

pc:

Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health

Statutory Powers under Section 25.05(04) of the *Health Professions Act*

S.25.05(04) of the HPA articulates that the appointee “exercise the powers and perform the duties” of the college boards and “has all powers, duties, rights and obligations of the board of the former college, to the extent that those powers, duties, right and obligations relate to amalgamation”.

25.05 (04) For the purposes of providing an orderly transition from former colleges to an amalgamated college,

(a) the minister may, by order, appoint one or more persons to exercise the powers and perform the duties of a board for a former college, and

(b) subject to any limit or condition set by the minister, a person appointed under paragraph (a)

(i) has all of the powers, duties, rights and obligations of the board for the former college, to the extent that those powers, duties, rights and obligations relate to the amalgamation, and

(ii) may, before the amalgamation date, exercise a power and perform a duty referred to in subparagraph (i) of this paragraph.

s.13

In response, this letter is to inform you that the Ministry of Health has taken action to appoint an amalgamation lead under s. 25.05(4).

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Psychologists of British Columbia;
- (c) the College of Optometrists of British Columbia;
- (d) the College of Opticians of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Occupational Therapists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (h) the College of Massage Therapists of British Columbia;
- (i) the College of Traditional Chinese Medicine and Acupuncturists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia;
- (k) the College of Chiropractors of British Columbia;

The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC be amalgamated into one college.

- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC be amalgamated into one college.

As you know, government wishes to amalgamate seven of these colleges into a single regulator of allied health professions, and to amalgamate the remaining four into a single regulator of complementary and alternative health professions.

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Similarly, government's intention is that the new college of complementary and alternative professions will be formed through the amalgamation of:

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s.13

s.13

For your knowledge, amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008 are required before a Ministerial appointment under s. 25.05.(4) can take place. On July 7th, 2023, the Ministry of Health made amendments to the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008. The regulatory amendments would, effective June 28, 2024, establish the following colleges:

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In support of this order, the Minister's expectations of conduct to ensure the orderly transition of the 11 amalgamated colleges into 2 multi-profession colleges by June 28, 2024, between the appointee, Allan Seckel, and the Regulatory College Board Chairs, include, but is not limited to, the following:

s.13

Thank you also for your ongoing, collective commitment to this important initiative.

Sincerely,

The Honourable, Adrian Dix

Minister of Health

pc:

Mark Armitage, Assistant Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Christopher Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia
Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia

Page 1206 of 2093 to/à Page 1207 of 2093

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s.13 ; s.22

Page 1208 of 2093

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Page 1209 of 2093 to/à Page 1212 of 2093

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s.13 ; s.22

Page 1213 of 2093

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Page 1214 of 2093 to/à Page 1215 of 2093

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s.13 ; s.22

Page 1216 of 2093

Withheld pursuant to/removal as

s.13

Page 1217 of 2093 to/à Page 1218 of 2093

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s.13 ; s.22

Page 1219 of 2093 to/à Page 1220 of 2093

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s.13

Page 1221 of 2093

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s.13 ; s.22

Page 1222 of 2093

Withheld pursuant to/removal as

s.13

Page 1223 of 2093 to/à Page 1224 of 2093

Withheld pursuant to/removed as

s.13 ; s.22

From: MacKinnon, Mark HLTH:EX(Mark.MacKinnon@gov.bc.ca)
To: Allan Seckel s.22
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: RE: Going forward
Sent: 04/18/2023 15:42:56

Thanks Allan.

M

From: Allan Seckel s.22
Sent: Tuesday, April 18, 2023 8:37 AM
To: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: Re: Going forward

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Mark

Every sector has its price points that merit consideration. But in the absence of knowing this sector, I'm currently charging and being paid \$350 per hour.

Allan

My workday may differ from yours. Please do not feel obliged to reply to this email outside of your working hours.

From: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Sent: Monday, April 17, 2023 7:04:56 PM
To: 'Allan Seckel' s.22
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>; MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: RE: Going forward

Hi Allan,

Yes. It would be good to be in a position to have terms agreed well in advance of any appointment. If you're comfortable sharing your rates with us, we can include that as part of the material we'll be putting together for Mark A around this.

Thanks,

M

From: Allan Seckel s.22
Sent: Monday, April 17, 2023 6:50 PM
To: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>

Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: Going forward

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Mark

We should discuss what I would charge/ be paid for the work. I think it should start with deciding what is fair if/when I'm formally appointed and work backwards from there. Does that make sense to you?

Allan

My workday may differ from yours. Please do not feel obliged to reply to this email outside of your working hours.

Page 1227 of 2093

Withheld pursuant to/removed as

s.13 ; s.22

Page 1228 of 2093 to/à Page 1238 of 2093

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s.13

Page 1239 of 2093

Withheld pursuant to/removed as

s.13 ; s.22

Page 1240 of 2093

Withheld pursuant to/removed as

s.13

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: RE: E-app - 25.05(04) contract pre-approval - For review
Sent: 06/20/2023 22:49:13
Attachments: 4 - 2023 06 20 - Contract Preapproval Request - sent through E-apps.docx

Hi Chris,

We received decision support approval and now the pre-approval form is with contracts to approve. I was just looking over the contract and *can we remove the option to renew – 3 months?* I can flag this with the contracts team, if so.

Thank you,
Moysal

From: Sana, Moysal HLTH:EX
Sent: Tuesday, June 20, 2023 9:25 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>; MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Cc: Darius, Romy HLTH:EX <Romy.Darius@gov.bc.ca>
Subject: RE: E-app - 25.05(04) contract pre-approval - For review

Hi all,

The pathway is: Program Area > Decision Support > Contracts and Procurement> EA > EFO. It needs to go to Lintao Liu next.

Thank you,
Moysal

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Tuesday, June 20, 2023 9:01 AM
To: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Cc: Darius, Romy HLTH:EX <Romy.Darius@gov.bc.ca>; Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: RE: E-app - 25.05(04) contract pre-approval - For review
Thanks Mark—Moysal who is the next to review after Mark does it go the ADMO or contracts first?
Chris

From: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Sent: Tuesday, June 20, 2023 8:59 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: Darius, Romy HLTH:EX <Romy.Darius@gov.bc.ca>; Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: RE: E-app - 25.05(04) contract pre-approval - For review

Thanks folks,

I have now reviewed it and approved it without change.

Romy, I have sent it to you in eApps. Please send to ADMO with a request for expedited review.

Thanks,
M

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Tuesday, June 20, 2023 8:39 AM
To: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Cc: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: E-app - 25.05(04) contract pre-approval - For review
Good morning Mark,

s.13

Let us know any questions you have.
Thanks,
Chris

CONTRACTS AND PROCUREMENT
CONTRACT PRE-APPROVAL REQUEST

Purpose: To obtain the required pre-approval of all potential contracts and procurements before contracting goods or services. It must be completed and approved in accordance with the contract and procurement process found on [Health ePlace](#). Questions about this form can be directed to Contracts and Procurement, HLTH.ContractManagement@gov.bc.ca.

Section 1 - Contract and Procurement Type

This form is required for pre-approval of the following:

- STOB 60, 61, 63: Professional Services and Information Systems
- STOB 80: Shared Cost Arrangements
- STOB 50 or 60: Secondments

Select the appropriate Contract Type for your request: **STOB 60, 61, 63 - Direct Award**

Section 2 - Responsible Party

Division: Health Sector Workforce and Beneficiary Services Division	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennett

Section 3 - Service Details

Brief Description of Work/Services:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA) will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

The Ministry issued a news release on October 19, 2022 introducing the Health Professions and Occupations Act and other health professions modernization efforts, including an intent to create two umbrella regulators (<https://news.gov.bc.ca/releases/2022HLTH0202-001566>). One college would regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing health professionals. The other would regulate chiropractors, massage therapists, naturopathic physicians, traditional Chinese medicine practitioners and acupuncturists.

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Section 25.05(4) of the HPA enables the Minister to appoint a leader to support the amalgamations. An appointee would have the powers of the college boards as it relates to amalgamation matters while allowing the 11 college boards to continue their roles/powers in oversight of their colleges' day-to-day functioning. As the smallest health regulatory colleges in BC, the 11 lack leadership and resources required to implement a June 2024 amalgamation without Ministry support, without potentially compromising their core public safety roles.

On April 25, 2023, the Deputy Minister sent a letter to the regulatory college board chairs confirming the intent of amalgamating the 11 colleges into two umbrella regulators and the projected in-force date of June 2024. Additionally, the letter confirmed the intent that the Ministry would support the amalgamation financially.

Justification for Outsourcing:

In order to facilitate an orderly transition during amalgamation of regulatory colleges, section 25.05(04) of the Health Professions Act specifically sets out that the Minister of Health may appoint a person or persons to perform the duties of a board of a former college.

In addition to the legal parameters surrounding an appointment, the Ministry does not have the internal resources/expertise required to lead a complex regulatory amalgamation involving 11 regulatory colleges.

Describe the Impact on Program Delivery if not approved:

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Anticipated Term: Start: 2023-07-05 End: 2024-06-28

Include Option to Renew? ☒ Yes ☐ No

Number of renewals and duration - month(s), year(s): 3

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)

Maximum Contract Total Value: 100,000

Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6000000	\$10,000

Section 5 – Procurement Process

Select the Procurement Process: Direct Award - Sole Source (201)

If you chose Competitive Process for STOB 60,61,63 – skip to Section 7, Approvals

If you chose Competitive Process for STOB 80 – skip to Section 6, STOB 80 Shared Cost Arrangement (Government Transfer Request)

If you chose Direct Award (including Secondments) – proceed to Section 5.1, Direct Award Justification

Section 5.1 - Direct Award Justification

This section is required if any of the Direct Award options are selected.

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition and complete the justification/explanation that justifies the direct award.

Select one	Code	Policy Re: Direct Awards	Justification/Explanation
<input type="checkbox"/>	200	The contract is with another government organization [CPPM 6.3.2-39 (d)]	Name the government organization:
<input checked="" type="checkbox"/>	201	The ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods or service [CPPM 6.3.2-39 (d)]	<p>What evidence do you have to support that only one contractor is qualified? <i>e.g. expression of interest, no objection to a notice of intent.</i> Minister appointment under section 25.05(4) of the Health Professions Act</p> <p>If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? <i>e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.</i></p>

			Additional details:
<input type="checkbox"/>	202	an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process [CPPM 6.3.2-39 (d)]	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award:
<input type="checkbox"/>	203	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. [CPPM 6.3.2-39 (d)]	Explain why the competitive process would cause this interference:
<input type="checkbox"/>	204	the acquisition is of a confidential nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality [CPPM 6.3.2-39 (d)]	Explain the risks of disclosing the confidential or privileged acquisition:
<input type="checkbox"/>	208	STOB 80 only: A shared cost arrangement where financial assistance is provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary-individual or family or legal guardian of that individual under a community/social service program)	Explain why the financial assistance is being provided:
<input type="checkbox"/>	209	STOB 80 only: A shared cost agreement where a competitive selection is not appropriate.	Explain why a competitive selection is not appropriate, e.g. what are the risks of a competition?

Section 5.2 - Contractor Information

This section is required if any of the Direct Award options are selected In Section 5.

Contractor **legal** name: Allan Seckel

Doing **business as** (if different from above): Sunningdale Consulting Inc

Address: **s.22** Postal code: **s.22**

Phone: **s.22** Email: **s.22**

Section 6 – All STOB 80 Shared Cost Arrangement (Government Transfer Request)

As per [CPPM Policy Chapter 21: Government Transfers](#), to be completed if a shared cost arrangement is being requested.

Background and Strategic Context	Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan:
Financial Impact	What is the total fiscal impact on the Ministry's budget (by year if multiyear)? Is the transfer onetime or will there be an ongoing need? Do the stipulations support 1yr or multiyear funding?
Transfer Recipient/	Describe the scope or extent of benefits that would be created, describe the nature of the client group that would benefit (seniors, community groups etc.). Was the Recipient chosen using a fair, open and transparent

Benefits	process? Is the Recipient expected to match funds and will they have the ability to pay back funds if stipulations are not met?
Identify Risks	Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?
Evaluation and monitoring	How will you know whether the objectives have been met, do you have clear success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement?
Additional approvals	Are there any additional approvals needed from either Cabinet or Treasury Board? Is legislation required?

Section 7 – Approvals <i>(Signature below or eApprovals are accepted in lieu of physical signatures)</i>			
Approval Route	Print Name	Signature	Date Signed
Contract Manager	Mark MacKinnon & Christopher Bennett		
Decision Support	Lintao Liu		
Contracts and Procurement Team	Teresa O'Keefe		
Expense Authority (EA)	Mark Armitage		
Chief Financial Officer (CFO) <i>ONLY required for STOB 80 contracts</i>	N/A		
Executive Financial Officer (EFO) <i>ONLY required for direct award contracts</i>	Rob Byers		

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Page 1256 of 2093 to/à Page 1258 of 2093

Withheld pursuant to/removed as

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From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: RE: Revised GSA - For Review
Sent: 06/29/2023 16:54:58
Attachments: 4 - 2023 06 27 - GSA - Writing Guide Template - ms-cb-ms edits cb.docx, Contract Information Slip - cb.docx, 25.05(04) MO - 25.05(04) - June 29, 2023.doc

Thanks Moysal,

I've included my tracked changes. Please do a review and once you've done that can you please send the GSA, CIS and the draft order (the one we worked on with Andrea) to Mark for his preliminary review (cc me)

If we don't have everything worked out before sending to Mark that's fine I want him to get a chance to see it first to flag any major things before finalize everything on the back end.

Thanks for all your work on this, really appreciate it.

Chris

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Tuesday, June 27, 2023 5:57 PM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: Revised GSA - For Review

Hi Chris,

1. .Please find attached a revised copy of the draft GSA (the one that starts with a "4" – your original is above it).
2. .Also attaching the CIS that's required, fyi. If you'd like any changes, please let me know.
3. .Lastly, the DPSP advice email was sent off yesterday, we're still waiting for approval there.

All 3 pieces are required to send to contracts once we've finalized the GSA. Happy to talk through any points with yourself/ Mark as well if needed.

Thank you!

Moysal

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Thursday, June 22, 2023 10:58 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: 2023 06 20 - GSA - Writing Guide Template - ms draft - cb comments
Thanks, see my comments. Will discuss at 11.

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GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Allan Seckel</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

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[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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SCHEDULE A – SERVICES

- Part 1 – Term**
- Part 2 – Services**
- Part 3 – Related Documentation**
- Part 4 – Key Personnel**

SCHEDULE B – FEES AND EXPENSES

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- Part 3 – Expenses**
- Part 4 – Statements of Account**
- Part 5 – Payments Due**

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SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Allan Seckel @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

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Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

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Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Deleted: '

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are “quoted,” remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

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PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 12, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The contractor must:

exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:

Amalgamation of specified colleges

- a) the College of Dietitians of British Columbia;
- b) the College of Psychologists of British Columbia;
- c) the College of Optometrists of British Columbia;
- d) the College of Opticians of British Columbia;
- e) the College of Physical Therapists of British Columbia;
- f) the College of Occupational Therapists of British Columbia;
- g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- h) the College of Massage Therapists of British Columbia;
- i) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;
- j) the College of Naturopathic Physicians of British Columbia;
- k) the College of Chiropractors of British Columbia;

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

- exercise the powers and perform the duties of the board of each of the following colleges as mentioned the above services section and in accordance with MOXX/2023;
- regular reporting to the Ministry upon request and inclusion of Ministry staff as ex-officio members on any steering committees.

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: “The Contractor must...”]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors' efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor's progress. Useful reports can signal a need to re-focus a contractor's efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) Deliver X by date [describe what X is in detail to be clear]
- b) Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]
- c) Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

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Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- a. Perform the service as outlined by MO XX/2023;
- b. Provide all the relevant equipment to perform the service;

The Province must:

- a. Provide clarification and necessary information to the contractor, where possible.

[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[***Important: When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.
- Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

[***Important: If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);
- If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and
- Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.

[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

Outcomes

The Contractor must perform the service as outlined by MO XX/2023, in advance of the June 28, 2024 amalgamations pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 in :

["Outcomes" means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that "outcomes" will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert "See attached Outcomes" here and attach list of outcomes in separate document labeled "Outcomes" attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]

- The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type "Not applicable" here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

- The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: ☐ Error! Bookmark not defined.

NOT APPLICABLE

Appendix 4 – [specify]

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate “Attached” and if Not Applicable, don’t mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state “not applicable” but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor’s requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

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Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES: **[Choose one or a combination of the following and delete the rest.]**

Daily Rate

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#), Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$_____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]

3. EXPENSES:

Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change;

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;

- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of
[Choose one of the following:
For Daily Rate situations
 - "all hours worked on each day during the Billing Period";
For Hourly Rate situations
 - "all hours worked during the Billing Period";
For Rate per Unit/Deliverable situations
 - "all (units/deliverables) provided during the Billing Period"]
 for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

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[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and

- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Inte"est Due" An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

Schedule C – Approved Subcontractor(s)

[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***
<http://www.fin.gov.bc.ca/gws/pt/rmb/coiover.stm>
OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.]
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the *Freedom of Information and Protection of Privacy Act*) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the *privacy protection schedule for cloud services* provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms**Not Applicable***[Adding additional terms using Schedule F is optional.]**If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.**If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.**All bracketed instructions must be deleted.]*

Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#), DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)

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[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or
- (2) preserve the integrity or availability of any record.

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.)

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) “**Security Event Logs**” means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) “**Systems**” means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) “**Tenancy**” means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) “**Tenancy Security Event Logs**” means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
- 6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

- 7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

- 8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

- 9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

- 10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

- 11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
- (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
- (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed);
- Click request Documents;
- Enter all required information, then select Next;
- Review and certify the information given is correct, then select Submit.]

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;
- the Agreement is being entered into in response to an unforeseen emergency;
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) “Tax Verification Letter” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “Valid” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017

[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

CONTRACTS AND PROCUREMENT
CONTRACT INFORMATION SLIP

Purpose: To summarize executed contract details in preparation of a purchase order to track contract commitments and pay invoices.

Section 1 - Contract Details

Contractor Name: Allan Seckel (Legal name and if individual, name on government issued ID)	Contract #: (Issued by Contract Management. Will be used as PO #)
Contractor Address: s.22 s.22	Term: July 5, 2023-June 28, 2024
Key Personnel Name(s): N/A (Name of individuals performing the services)	Possible Extension: N/A (e.g., two 1-year terms)
Brief Description of Services: <u>The contractor must:</u> <u>exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:</u> <u>Amalgamation of specified colleges</u> a) <u>the College of Dietitians of British Columbia;</u> b) <u>the College of Psychologists of British Columbia;</u> c) <u>the College of Optometrists of British Columbia;</u> d) <u>the College of Opticians of British Columbia;</u> e) <u>the College of Physical Therapists of British Columbia;</u> f) <u>the College of Occupational Therapists of British Columbia;</u> g) <u>the College of Speech and Hearing Health Professionals of British Columbia.</u> <u>Amalgamation of additional specified colleges</u> h) <u>the College of Massage Therapists of British Columbia;</u> i) <u>the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;</u> j) <u>the College of Naturopathic Physicians of British Columbia;</u> k) <u>the College of Chiropractors of British Columbia;</u>	

s.13

Section 2 – Responsible Party

Division: Health Sector Workforce and Beneficiary Services Division	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennet
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennet

Section 3 - Solicitation/PO Info

Procurement Process: Direct Award - Sole Source (201)

Solicitation # (RFP or NRQ #):	
PO Class Code: C - CONTRACT	
PO Category (do not change this): UNSPSC TWO	Subcategory (do not change this): 80101500

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)						
Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Total Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6600000	\$10,000
Total Contract Amount:						\$100,000.00
Additional Information (if required): (Please note any specific Line description required or if any special considerations are required in setting up this PO)						

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s.13 ; s.22

Page 1319 of 2093 to/à Page 1320 of 2093

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s.13

Page 1321 of 2093

Withheld pursuant to/removed as

s.13 ; s.22

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: Draft Contract Package
Sent: 06/30/2023 17:54:07
DRAFT - GSA.docx, RE: RUSH - RE: PIASTRASchedule E, G or I Requirements
Attachments: (PrivacySecurity) - Appointed Leader under 25.05 (4) of the HPA.msg, DRAFT - Contract Information Slip.docx

Hi Chris,

Just for your FYI – this is the contract package I was planning to send to contracts. I've only left comments in on the GSA that are applicable/ helpful to contracts as it's still a working draft – if there are any issues please let me know.

In re: to the working copy sent to Mark – would it be more helpful to meet all together once we've received comments back from contracts?

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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Contractor Address: s.22 s.22	Term: July 5, 2023-June 28, 2024
Key Personnel Name(s): N/A (Name of individuals performing the services)	Possible Extension: N/A (e.g., two 1-year terms)
<p>Brief Description of Services: <u>The contractor must:</u></p> <p><u>exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:</u></p> <p><u>Amalgamation of specified colleges</u></p> <ul style="list-style-type: none"> a) <u>the College of Dietitians of British Columbia;</u> b) <u>the College of Psychologists of British Columbia;</u> c) <u>the College of Optometrists of British Columbia;</u> d) <u>the College of Opticians of British Columbia;</u> e) <u>the College of Physical Therapists of British Columbia;</u> f) <u>the College of Occupational Therapists of British Columbia;</u> g) <u>the College of Speech and Hearing Health Professionals of British Columbia.</u> <p><u>Amalgamation of additional specified colleges</u></p> <ul style="list-style-type: none"> h) <u>the College of Massage Therapists of British Columbia;</u> i) <u>the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;</u> j) <u>the College of Naturopathic Physicians of British Columbia;</u> k) <u>the College of Chiropractors of British Columbia;</u> 	

Section 2 – Responsible Party	
Division: Health Sector Workforce and Beneficiary Services Division	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennet
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennet

Section 3 - Solicitation/PO Info
Procurement Process: Direct Award - Sole Source (201)

Solicitation # (RFP or NRQ #):	
PO Class Code: C - CONTRACT	
PO Category (do not change this): UNSPSC TWO	Subcategory (do not change this): 80101500

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)						
Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Total Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6600000	\$10,000
Total Contract Amount:						\$100,000.00
Additional Information (if required): (Please note any specific Line description required or if any special considerations are required in setting up this PO)						

GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u> Contractor Information Supplier Name: <u>Allan Seckel</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address _____ Website: <u>N/A [if known]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u> Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23
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s.13

[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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get deleted so this Table of Contents is accurate.]*

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SCHEDULE A – SERVICES

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SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Allan Seckel @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Deleted: '

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
---	---

[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are "quoted," remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 12, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The contractor must:

exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:

Amalgamation of specified colleges

- a) the College of Dietitians of British Columbia;
- b) the College of Psychologists of British Columbia;
- c) the College of Optometrists of British Columbia;
- d) the College of Opticians of British Columbia;
- e) the College of Physical Therapists of British Columbia;
- f) the College of Occupational Therapists of British Columbia;
- g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- h) the College of Massage Therapists of British Columbia;
- i) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;
- j) the College of Naturopathic Physicians of British Columbia;
- k) the College of Chiropractors of British Columbia;

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

- exercise the powers and perform the duties of the board of each of the following colleges as mentioned the above services section and in accordance with MOXX/2023;
- regular reporting to the Ministry upon request and inclusion of Ministry staff as ex-officio members on any steering committees.

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: "The Contractor must..."]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors' efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor's progress. Useful reports can signal a need to re-focus a contractor's efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) Deliver X by date [describe what X is in detail to be clear]
- b) Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]
- c) Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- a. Perform the service as outlined by MO XX/2023;
- b. Provide all the relevant equipment to perform the service;

The Province must:

- a. Provide clarification and necessary information to the contractor, where possible.

[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[***Important: When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.
- Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

[***Important: If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);
- If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and
- Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.

[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

Outcomes

The Contractor must perform the service as outlined by MO XX/2023, in advance of the June 28, 2024 amalgamations pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 in :

["Outcomes" means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that "outcomes" will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert "See attached Outcomes" here and attach list of outcomes in separate document labeled "Outcomes" attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type "Not applicable" here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: ☐ Error! Bookmark not defined.

NOT APPLICABLE

Appendix 4 – [specify]

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate “Attached” and if Not Applicable, don’t mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state “not applicable” but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor’s requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES: **[Choose one or a combination of the following and delete the rest.]**

Daily Rate

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#), Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$_____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]

3. EXPENSES:

Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change;

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;

- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of
[Choose one of the following:
For Daily Rate situations
 - "all hours worked on each day during the Billing Period";
For Hourly Rate situations
 - "all hours worked during the Billing Period";
For Rate per Unit/Deliverable situations
 - "all (units/deliverables) provided during the Billing Period"]
 for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and

- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Inte"est Due" An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

Schedule C – Approved Subcontractor(s)

[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***
<http://www.fin.gov.bc.ca/gws/pt/rmb/coiover.stm>
OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.]
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the *Freedom of Information and Protection of Privacy Act*) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the *privacy protection schedule for cloud services* provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms**Not Applicable***[Adding additional terms using Schedule F is optional.]**If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.**If not, then insert “Not applicable.” under the “Schedule F – Additional Terms” heading above.**All bracketed instructions must be deleted.]*

Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)]

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or**
- (2) preserve the integrity or availability of any record.**

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or**
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.**

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) “**Security Event Logs**” means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) “**Systems**” means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) “**Tenancy**” means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) “**Tenancy Security Event Logs**” means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
- 6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

- 7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

- 8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

- 9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

- 10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

- 11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
- (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed);
- Click request Documents;
- Enter all required information, then select Next;
- Review and certify the information given is correct, then select Submit.]

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;
- the Agreement is being entered into in response to an unforeseen emergency;
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) “Tax Verification Letter” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “Valid” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017

[Note, this schedule is not in the approved template and only added if it is determined it is required.]

*DPSP will determine if this schedule is required in their review.
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I.]

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: Contract GSA for Review
Sent: 07/04/2023 20:09:55
Attachments: 7 - 2023 06 30 - GSA - Writing Guide Template - Mark's comments.docx, 2023 07 04 - GSA - Writing Guide Template.docx, 2023 07 04 - Contract Information Slip.docx

Hi Chris,

Please find attached:

1. The draft GSA Mark and I went through Friday. His comments are highlighted, for ease of reference.
2. Today's version of a draft GSA for contracts. Before I send that through e-apps, could you kindly review/ amend as needed – particularly Schedule A (starts at p. 14).

Lastly, attaching the CIS that's been amended, fyi.

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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CONTRACTS AND PROCUREMENT
CONTRACT INFORMATION SLIP

Purpose: To summarize executed contract details in preparation of a purchase order to track contract commitments and pay invoices.

Section 1 - Contract Details

Contractor Name: Allan Seckel (Legal name and if individual, name on government issued ID)	Contract #: (Issued by Contract Management. Will be used as PO #)
Contractor Address: s.22 s.22	Term: July 5, 2023-June 28, 2024
Key Personnel Name(s): N/A (Name of individuals performing the services)	Possible Extension: N/A (e.g., two 1-year terms)
<p>Brief Description of Services: <u>The contractor must:</u></p> <p><u>exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:</u></p> <p><u>Amalgamation of specified colleges</u></p> <ul style="list-style-type: none"> a) <u>the College of Dietitians of British Columbia;</u> b) <u>the College of Psychologists of British Columbia;</u> c) <u>the College of Optometrists of British Columbia;</u> d) <u>the College of Opticians of British Columbia;</u> e) <u>the College of Physical Therapists of British Columbia;</u> f) <u>the College of Occupational Therapists of British Columbia;</u> g) <u>the College of Speech and Hearing Health Professionals of British Columbia.</u> <p><u>Amalgamation of additional specified colleges</u></p> <ul style="list-style-type: none"> h) <u>the College of Massage Therapists of British Columbia;</u> i) <u>the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;</u> j) <u>the College of Naturopathic Physicians of British Columbia;</u> k) <u>the College of Chiropractors of British Columbia;</u> 	

Section 2 – Responsible Party

Division: Health Sector Workforce and Beneficiary Services Division	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennet
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennet

Section 3 - Solicitation/PO Info

Procurement Process: Direct Award - Sole Source (201)

Solicitation # (RFP or NRQ #):	
PO Class Code: C - CONTRACT	
PO Category (do not change this): UNSPSC TWO	Subcategory (do not change this): 80101500

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)						
Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Total Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6600000	\$10,000
Total Contract Amount:						\$100,000.00
Additional Information (if required): (Please note any specific Line description required or if any special considerations are required in setting up this PO)						

GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Allan Seckel</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address: _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

s.13

[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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get deleted so this Table of Contents is accurate.]*

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SCHEDULE A – SERVICES

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- Part 3 – Expenses**
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- Part 5 – Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the XX day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Allan Seckel @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Deleted: '

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
---	---

[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule "A" - Services

The Contractor must:

(a) exercise the powers and functions to achieve legal amalgamation by June 28, 2024 as per Ministerial Order No. XXXX.

Regular reporting to the Ministry upon request and inclusion of Ministry staff as ex-officio members on any steering committees.

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Withheld pursuant to/removal as

s.13

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type "Not applicable" here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: ☐ Error! Bookmark not defined.

NOT APPLICABLE

Appendix 4 – ***[specify]***

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate "Attached" and if Not Applicable, don't mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state "not applicable" but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor's requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES: **[Choose one or a combination of the following and delete the rest.]**

Daily Rate

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#), Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$_____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;*
- (b) \$20,000 - Due Month Day, Year;*
- (c) \$20,000 - Due Month Day, Year.*

If you have included dates above but they are only estimates, add the following:

- o *Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]*

3. EXPENSES:

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change:

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;

- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of
[Choose one of the following:
For Daily Rate situations
 - "all hours worked on each day during the Billing Period";
For Hourly Rate situations
 - "all hours worked during the Billing Period";
For Rate per Unit/Deliverable situations
 - "all (units/deliverables) provided during the Billing Period"]
 for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: *In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]*

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and

- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Int'est Due" An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/cams/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

Schedule C – Approved Subcontractor(s)

[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***
<http://www.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm>
OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.]
-
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
-
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- ***Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the [Freedom of Information and Protection of Privacy Act](#)) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.***
- ***An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?***
- ***If the contract involves cloud services and personal information, the [privacy protection schedule for cloud services](#) provides terms that are more appropriately applicable for cloud applications.***

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) **“unauthorized disclosure of personal information”** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not Applicable

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)]

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or*
- (2) preserve the integrity or availability of any record.*

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or*
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.*

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed),*
- Click request Documents,*
- Enter all required information, then select Next,*
- Review and certify the information given is correct, then select Submit.]*

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;*
- the Agreement is being entered into in response to an unforeseen emergency;*
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.*

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) “**Tax Verification Letter**” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “**Valid**” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

**Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017**

[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

USE AS GUIDE ONLY

GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

From: Minister, HLTH HLTH:EX(HLTH.Minister@gov.bc.ca)
drsuchdev@performancehealthgroup.ca; theresa.cividin@vch.ca;
mocallaghan@devonshireadvisory.ca; martin.semaniuk@fyidoctors.com;
To: ktsang@optometrybc.ca;^{s.22}
stevenson-moore@ctcma.bc.ca; Jonathan.Norton@cmtbc.ca;
drkparmar@integratedhealthclinic.com
^{s.22} michelle@chirobc.com; jbouchard@collegeofdietitiansbc.org;
eric.Wredenhagen@cmtbc.ca; CHerman@cnpbc.bc.ca; cplischke@cotbc.org;
lbannerman@cobc.ca; registrar@optometrybc.ca; dmillette@cptbc.org;
To: registrar@collegeofpsychologists.bc.ca; cameron.cowper@cshbc.ca;
Jonathan@ctcma.bc.ca; Armitage, Mark W HLTH:EX (Mark.Armitage@gov.bc.ca);
MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca); Bennett, Christopher
HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: 1261694 - Correspondence from Minister of Health
Sent: 07/25/2023 23:34:01
Attachments: 1261694 - Minister Letter to 11 College Board Chairs .pdf, M217-2023.pdf

Good afternoon Board Chairs,

Please find attached correspondence from Honourable Adrian Dix, Minister of Health, regarding the health profession regulatory framework in British Columbia.

Thank you,
Corporate Operations Unit
Ministry of Health

Gratefully Acknowledging that I Live and Work on the Homelands of the Lekwungen Peoples of the Songhees & Esquimalt Nations

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July 25, 2023

Regulatory College Board Chairs

1261694

Dear Board Chairs:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges.

I am pleased to confirm that on July 7, 2023, the Health Professions Designation and Amalgamation Regulation was amended (OIC 421/2023 and OIC 422/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.

...2

- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

I want to acknowledge the hard-work of you and your staff over the past months in preparing for these amalgamations.

s.13

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C, pursuant to S.25.05(04) of the HPA to lead the two amalgamations. As you may know, Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011, and more recently CEO of the Doctors of BC.

s.21

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order 217-2023 (attached).

s.13

s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Adrian Dix', with a stylized flourish at the end.

Adrian Dix
Minister

pc: Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia
Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals
of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and
Acupuncturists of British Columbia

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF HEALTH

Health Professions Act

Ministerial Order No. M217

I, Adrian Dix, Minister of Health, order that Allan Paul Seckel, K.C., is appointed to exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008:

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (a) the College of Chiropractors of British Columbia;
- (b) the College of Massage Therapists of British Columbia;
- (c) the College of Naturopathic Physicians of British Columbia;
- (d) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

July 24, 2023

Date



Minister of Health

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Health Professions Act, R.S.B.C. 1996, c. 183, s. 25.05(04)

Other: _____

From: Allan Seckel^{s.22}
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
To: Bradley Chisholm (bradley@regulatorspractice.com); MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca)
Subject: Re: Signed Ministerial Order attached
Sent: 07/25/2023 21:39:55

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Thanks Chris.

Allan

On Jul 25, 2023 at 9:49 PM, <[Christopher HLTH:EX Bennett](mailto:Christopher.HLTH:EX.Bennett)> wrote:

Good afternoon,

Just wanted to let you know the Minister's approved the 25.05(04) order (attached). I will also send it out to the 11 registrars shortly as well.

Now that the order is done I'm also coordinating send out of the accompanying letter to the board chairs, cc'ing the registrars. ^{s.13}
^{s.13}

Allan—on the contract front, now that the order has been signed we're just getting final approvals on the contract materials and will have a final copy for you to review shortly.

Thanks to both of you for your assistance with this process. If you have any questions please let me know.

Cheers,

Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

From: Armitage, Mark W HLTH:EX(Mark.Armitage@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
To: MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca); Westgate, Brian A HLTH:EX (Brian.Westgate@gov.bc.ca)
Subject: RE: Ministerial Order 25.05(04) - FYI only
Sent: 07/25/2023 21:11:31

Thanks Chris, good news!

Mark

W. Mark A. Armitage
Associate Deputy Minister
Health Human Resources and Beneficiary Services
Ministry of Health

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Tuesday, July 25, 2023 2:05 PM
To: Armitage, Mark W HLTH:EX <Mark.Armitage@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>; Westgate, Brian A HLTH:EX <Brian.Westgate@gov.bc.ca>
Subject: FW: Ministerial Order 25.05(04) - FYI only

Good Afternoon Mark,

FYI only—the Minister has approved the appointment of Allan Seckel to lead the amalgamation work for the 11 amalgamating colleges (approved order attached).

s.13

I spoke with Allan yesterday and understand once the letter has gone out he is planning to connect directly with each of the 11 boards as well, to have a discussion/clarify roles and responsibilities.

Thanks and if you have any questions please let me know.

Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

From: Bennett, Christopher HLTH:EX
Sent: Tuesday, July 25, 2023 1:59 PM
To: 'michelle@chirobc.com'; 'jbouchard@collegeofdietitiansbc.org'; 'eric.Wredenhagen@cmtbc.ca'; 'CHerman@cnpbc.bc.ca'; 'cplischke@cotbc.org'; 'lbannerman@cobc.ca'; 'registrar@optometrybc.ca';

'dmillette@cptbc.org'; 'registrar@collegeofpsychologists.bc.ca'; 'cameron.cowper@cshbc.ca';
'Jonathan@ctcma.bc.ca'

Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>; 'Aseckel'^{s.22}

Subject: Ministerial Order 25.05(04)

Good Afternoon Folks,

Minister Dix has now approved a Ministerial Order under section 25.05(04) of the *Health Professions Act* appointing Allan Seckel to a role leading both of the amalgamations. I've attached the Ministerial Order to this email and it should also be available on BC Laws shortly as well

(<https://www.bclaws.gov.bc.ca/civix/content/mo/mo/2072830161/?xsl=/templates/browse.xsl>).

s.13

Thanks for all of your hard work on the amalgamations and please let me know if you have any questions.

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
michelle@chirobc.com; jbouchard@collegeofdietitiansbc.org;
eric.Wredenhagen@cmtbc.ca; CHerman@cnpbc.bc.ca; cplischke@cotbc.org;
To: lbannerman@cobc.ca; registrar@optometrybc.ca; dmillette@cptbc.org;
registrar@collegeofpsychologists.bc.ca; cameron.cowper@cshbc.ca;
Jonathan@ctcma.bc.ca
To: MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca); Aseckel
s.22
Subject: Ministerial Order 25.05(04)
Sent: 07/25/2023 20:59:07
Attachments: M217-2023.pdf

Good Afternoon Folks,

Minister Dix has now approved a Ministerial Order under section 25.05(04) of the *Health Professions Act* appointing Allan Seckel to a role leading both of the amalgamations. I've attached the Ministerial Order to this email and it should also be available on BC Laws shortly as well
(<https://www.bclaws.gov.bc.ca/civix/content/mo/mo/2072830161/?xsl=/templates/browse.xsl>).

s.13

Thanks for all of your hard work on the amalgamations and please let me know if you have any questions.

Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF HEALTH

Health Professions Act

Ministerial Order No. M217

I, Adrian Dix, Minister of Health, order that Allan Paul Seckel, K.C., is appointed to exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008:

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (a) the College of Chiropractors of British Columbia;
- (b) the College of Massage Therapists of British Columbia;
- (c) the College of Naturopathic Physicians of British Columbia;
- (d) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

July 24, 2023

Date



Minister of Health

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Health Professions Act, R.S.B.C. 1996, c. 183, s. 25.05(04)

Other: _____

Page 1445 of 2093 to/à Page 1446 of 2093

Withheld pursuant to/removed as

s.13 ; s.22

Page 1447 of 2093

Withheld pursuant to/removed as

s.13

Page 1448 of 2093

Withheld pursuant to/removed as

s.13 ; s.22

Page 1449 of 2093

Withheld pursuant to/removed as

s.13

From: Allan Seckel [s.22](#)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
To: MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca)
Subject: [s.13](#)
Sent: 07/06/2023 14:57:41
[s.13](#)
Attachments: Outcomes from 13022023 Meeting of Amalgamating Registrars and Board Leaders[17].pdf

Memo -

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

[s.13](#)

Thanks for all your work on this matter.

Allan

Begin forwarded message:

From: Bradley Chisholm <bradley@regulatorspractice.com>
Date: Jul 5, 2023 at 9:44 PM
To: Allan Seckel <aseckel@telus.net>
Subject: [s.13](#)

Thank you for the opportunity to look at this.

[s.13](#)

Bradley Chisholm
Principal

The Regulator's Practice
C. 778.987.4346 | M. 250.654.1220
www.regulatorspractice.com

From: Allan Seckel [s.22](#)
Date: Wednesday, July 5, 2023 at 10:17 AM

To: Bradley Chisholm <bradley@regulatorspractice.com>

Subject: s.13

Hi Bradley

I'm permitted to share this with you, s.13

s.13

Allan

Begin forwarded message:

From: Christopher HLTH:EX Bennett <christopher.bennett@gov.bc.ca>

Date: Jul 5, 2023 at 4:58 PM

To: Allan Seckel s.22

Cc: Mark HLTH:EX MacKinnon <mark.mackinnon@gov.bc.ca>

Subject: s.13

Hi Allan,

s.13

Thanks and please let me know if you have any questions.

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931



MEMORANDUM

To: Mark MacKinnon, Executive Director
Professional Regulation and Oversight Branch
Ministry of Health – Government of British Columbia

From: College of Chiropractors of BC
College of Naturopathic Physicians of BC
College of Massage Therapists of BC
College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC
College of Dietitians of BC
College of Occupational Therapists of BC
College of Optometrists of BC
College of Opticians of BC
College of Physical Therapists of BC
College of Psychologists of BC
College of Speech and Hearing Health Professionals of BC

Date: February 21, 2023

Re: **Outcomes from February 13, 2023 Meeting of Registrars and Board Leaders**

Thanks to you and Christopher Bennett for attending our February 13, 2023, meeting of the amalgamating Board leaders and Registrars. The initial goal of this meeting was to agree on the core elements of a governance structure for the amalgamation process. The clarity that you provided regarding government's timeline and interests for the two regulatory amalgamations was critical in helping us focus our discussions.

This document describes the agreements achieved on February 13 with respect to how we can work with government to successfully complete two multi-professional legal amalgamations by June 2024. We do believe there are risks involved with these complex amalgamations that could be more effectively managed if we had additional time. The recommendations we make are based on the timeline you have provided. We believe moving forward with a June 2024 amalgamation date is possible but challenging, and we describe what we believe is needed to accomplish this ambitious goal in collaboration with government.

The Registrars and Board leaders present on February 13 are in agreement, based on the information provided by government, including the ambitious timeline of June 2024 and the critical success factors outlined below, that the best way, and perhaps the only way, to successfully complete two amalgamations by June 2024 is for government to make use of s.25.05(4) of the *Health Professions Act* (HPA) and appoint an executive leader for the

amalgamation process. We want to work with government to ensure success. As s.25.05(4) is not prescriptive in terms of what type of decision-maker would be appointed, what governance structure would exist to support the decision-making, nor how this decision-maker would work with the colleges, we have provided recommendations to support government's decision making.

This memo sets out the following elements:

1. Reiteration of government's interests (**critical success factors**) to be satisfied by any governance structures and amalgamation processes proposed.
2. The most critical **needs** (processes and structures) to achieve these success factors from a college perspective.
3. Initial **recommendations** to guide how we work together with government.

Critical Success Factors

We heard you articulate four primary interests or definitions of success. These "critical success factors" were the most important factors in our deliberations and recommendations. It is our understanding that any structures, teams, processes, and/or relationships proposed must meet these success factors. It was these success factors that led us to agree that s.25.05(4) must be engaged in order to create two diverse multi-professional regulators by June 2024 that are not only capable of functioning on day 1, but are ready for the more extensive changes that will accompany the coming into force of BC's new *Health Professions and Occupations Act* (HPOA).

1. Capacity and capability to protect the public

The work of the colleges to protect the public can never be paused and public credibility must be maintained. Whatever amalgamation processes and structures are created, they must not compromise the ability of the 11 existing colleges to regulate and fulfill their current responsibilities in the interim; and the result must be two organizations that are ready to regulate and continue this public protection on day one without interruption.

2. June 2024 amalgamation date

Whatever processes and structures are created must result in two legal amalgamations by June 2024. Although work is needed to clearly define what legal amalgamation looks like, some of the essential elements you shared with us include: two boards, two CEOs, two sets of bylaws, two integrated financial systems, and two sets of staff with clear roles and employment contracts. In addition to defining what amalgamation will look like on the amalgamation date, these processes and structures will involve the creation of a project roadmap/blueprint and the plan for its execution. See page 7 for a high-level timeline recommendation.

3. Ability to take on post-amalgamation challenges

The two new amalgamated colleges will require the human resources – expertise, motivation and capacity – to not only be a diverse, multi-professional regulator on the amalgamation date, but also to engage in post-amalgamation change initiatives such as the implementation of the HPOA and the incorporation of multiple new professions into the regulatory structure. The amalgamation process cannot be seen as a sprint but rather the beginning of a marathon,

where the health and wellbeing of the people involved in the work and continued protection of the public must be prioritized at every stage.

4. Credibility with registrants

Professional regulation works best when registrants trust the regulator, believe in the importance of being regulated and see regulation as a credible and relevant element of their profession and their day-to-day work. This process must not erode trust with registrants resulting in “digging out from the reputational hole” created because of the amalgamation. Credibility is also critical considering recent feedback regarding the HPOA and the risk that an expedited amalgamation process led by a government appointee reinforces the “government overreach” narrative.

Amalgamation (Structures and Processes) Needs

To achieve these critical success factors, we agreed that the amalgamation governance structures and processes must fulfill the following needs.

Strong, collaborative relationship with government: To accomplish two complex amalgamations in approximately 15 months will require a close working relationship between government and college leaders. Mutual expectations of each other must be established, regular communication and feedback provided, and any issues addressed immediately.

Guiding principles: Clear guiding principles must be created to define what we collectively agree is most important and how we work with each other. How this work unfolds, how people interact and what work is prioritized will all have a significant impact on the amalgamation process itself and on the success of the new colleges.

Efficient decision making: We do not have time to waste. The processes that guide decision making and engagement must be effective – resulting in good decisions, but also efficient - decisions made in a timely manner.

Expert Advice: Professional regulation is complex and so is an amalgamation of seven or four diverse organizations. Decision makers will require access to expertise in regulatory, legal, human resources, IT, project management, communications, change management and financial matters. Ensuring that the right people inform the right decisions at the right time will be critical to success.

Change management: This process will be difficult for the many people who have invested considerable time, energy, and passion into establishing the existing colleges. A carefully crafted and adequately resourced transformational change management strategy, with meaningful supports for Registrars, staff, committee members and Board members will be critical to retain the people and expertise needed to make the new colleges successful.

Clear, transparent communication to registrants: A transformational change management strategy must include regular and targeted communication with registrants, providing updates, answering questions, and addressing fears. A robust and experienced communication team is required to lead and carry out this work.

Funding: As we have discussed with you in the past, significant funding is required to create the capacity to assess the current state, to articulate a desired future state for day 1 of the amalgamation, and to develop and execute a roadmap/blueprint. Current staff will need to be available to support this work and external expertise will be required to fill expertise and capacity gaps and manage the project. The existing colleges do not have the financial capacity to both continue to regulate and simultaneously provide the resources required for this work. Colleges must work with the amalgamation leader to clarify how the colleges will contribute to the process.

Amalgamation clarity: Beyond the concept of amalgamation included in the *Health Professions Act* (HPA), a clear articulation of what amalgamation will look like on day one is required to focus efforts and resources to achieve two amalgamations in 15 months. This must include clarity about the legal requirements as well as the minimum operational requirements that must be in place. The impacts not only on the colleges and the public we serve but also on the many thousands of health care professionals we regulate, need to be considered.

Roadmap: With a clear articulation of what is to be achieved by the amalgamation date, a detailed roadmap or project plan/blueprint is required that describes the work streams, critical milestones, resources needed, and roles and responsibilities. Although development of the roadmap must be expedited, it must be done well.

Roles and responsibilities: Effective decision-making and trust building depend on roles and accountabilities being clearly defined. Clarity is required to ensure understanding as to who makes what decisions and who informs those decisions.

Clarity regarding decisions made by 4, 7, and 11: Up until this point, government has contemplated this as a single amalgamation process with a single timeline. It is important to note that this amalgamation process will result in two new colleges. Government has stated they want to see as much collaboration as possible throughout this process. There will invariably be decisions and processes, however, that must be focused on the unique needs of one or the other of the two colleges. Clarity is required as soon as possible as to where collaboration of the 11 will take place, where decisions will be made jointly and where separate decisions and processes make more sense.

Re-prioritization: To participate in and prioritize this work over the next 15 months, colleges must look critically at their current priorities and adjust them accordingly. Re-prioritization may involve government and other government priorities. It will require understanding and cooperation from government to make the necessary changes to release the internal capacity to successfully complete these amalgamations by June 2024.

Recommendations

As stated above, the Registrar and Board leaders present at the February 13, 2023 meeting were in agreement that the best way to achieve these critical success factors is for government to invoke s.25.05(4) of the HPA and appoint an amalgamation leader to oversee and lead the amalgamation process, instead of the college Boards developing a process to do the same as was done in the three previous amalgamations under the HPA.

Although we see great value in our Boards and Registrars agreeing to a governance structure and having a hand in creating this structure, this would take time that we do not have. Therefore, we think it is best for government to appoint the amalgamation leader. To achieve the critical success factors and meet the needs articulated within the context of using s.25.05(4), we provide the following recommendations for your consideration.

Note that these recommendations are drafts, provided in the spirit of collaboration and meant to stimulate discussion with government.

The Appointee (Chief Transition Officer)

After significant discussion we think it creates the clearest accountability for government to appoint a single person to oversee both amalgamations – the “Chief Transition Officer (CTO).” The CTO should have the authority and budget to resource a team that complements their own expertise and capacity and the capacity that exists within the colleges. The CTO would be responsible for the creation of two unique colleges. The team the CTO assembles may include leads and teams for each of the two amalgamations and may include resources that serve both amalgamations.

Although the HPA is not clear as to the role the CTO would play, we believe that for the initial stages of the amalgamation (until the Minister appoints the two amalgamated college Boards), the CTO would not only “oversee” the amalgamation process but provide the executive leadership and decision-making, ensuring project management to move this process forward. Some of the key responsibilities of the CTO should include:

- Manage and be accountable for funds provided by government and the amalgamation budget;
- Hire and manage resources to support the work;
- Collaborate with college leaders (Registrars) to define what amalgamation looks like on amalgamation day 1, develop guiding principles for the process and develop/oversee the development of a project plan/blueprint;
- Identify the need for and manage internal and external teams assigned to various work-streams and work products;
- Engage with Boards, Registrars and staff;
- Develop and implement a transformational change management strategy including a robust communication plan;
- Transition oversight responsibilities to the new college Boards when appointed;
- Transition amalgamation leadership to the CEO's when appointed by Boards; and

- Continue to be a resource to the appointed Boards and the CEOs until amalgamation occurs. It is possible that the CTO may provide support for a limited period beyond amalgamation day 1.

To assume this role within the complex system our colleges are part of the CTO needs to be seen as independent, without real or perceived conflicts of interest that would compromise the credibility of decision making. The CTO should bring the following knowledge, experience and background to the role.

- Respected, credible executive leader with a track record for achieving complex projects that involve multiple diverse stakeholders;
- Financial oversight - experience overseeing large project budgets;
- Experience assembling and managing a team of diverse professionals;
- A transformational leader, with evidence of leading meaningful change initiatives;
- Understanding of history of health professions regulation in the BC context;
- Understanding of health delivery systems, the current challenges, public/private dynamics, and the multiple crises the system is currently dealing with;
- A track record for building trusted relationships, meaningful engagement and “doing with” instead of “doing to”;
- Understanding of the importance of embedding cultural safety, cultural humility, and anti-oppression good practices in the context of regulation, as part of reconciliation and throughout the amalgamation process;
- Humility and openness to work with and be advised by subject-matter experts;
- Ideally, experience with amalgamation of complex, diverse organizations; and
- Appreciation for diversity, equity and inclusion and a track record for creating inclusive space for diverse perspectives to be heard.

Obtaining Expert Input

Any decision-making structure that is established must clearly articulate not only the decision-makers but how those decision-makers will be informed. We recommend structures are put in place to ensure that the right voices are being heard through this process. These recommendations are in addition to the need for a comprehensive transformational change management and communications strategy with a goal to inform and where possible engage Boards, staff, committee members and registrants in the creation of these two new colleges.

Registrar Advisory Council

The Registrars are critical in not only ensuring the current colleges continue to protect the public, but also providing a unique source of information about their staff, how to regulate the various, diverse professions, historical contexts, and the dynamics of working collaboratively with registrants and the public. We propose the creation of a Registrars Advisory Council (Council) that can meet as a group of 11 when required or as separate groups of 4 and 7 when appropriate. It will be up to the CTO to decide how and when to make use of this Council, however we believe that a formalized structure will be an important signal to staff, Boards and registrants that the CTO is working collaboratively with these college leaders.

Project Teams

The CTO will need to build a team to complete this work. Multiple workstreams and projects will be identified. These workstreams will be a powerful mechanism to engage not only Registrars beyond their Council role but senior staff, external resources with capacity and expertise and subject matter experts to inform recommendations for decisions. Although the timeline is short, we believe that meaningful engagement with a range of expertise at this project team level will be critical to foster collaboration, build relationships and promote engagement in this process.

Board Engagement

At this point, we feel that the best and simplest way for the eleven Boards to be informed and engaged in this process is through the current college governance structure where their own Registrar is the key link between the Board and the processes. There may be circumstances when the CTO or other members of the amalgamation team need to meet with the Boards directly. The Boards' primary responsibility is to ensure that the existing colleges can continue their current work and protect the public amidst this time of significant change.

Working with Government

If we are to achieve these amalgamations within 15 months, we must work collaboratively with government and with the CTO. We believe the best way to set the foundation for a strong working relationship is to ensure that each of our expectations is clear. In the near future we would like to have a conversation with you to establish the foundation for a strong working relationship. To initiate this discussion with your team and the CTO, we provide the following elements that could form the basis for a working agreement:

- Everything is done in the spirit that “we are in this together” – “do with, not to”;
- Keep public protection at the forefront – when in doubt ask “how does this protect the public”;
- Clarity about who decides what;
- Decisions and relevant information/rationale are clearly communicated in a timely manner;
- Honour commitments or be clear why commitments cannot be met;
- Government respects and values the regulator’s expertise (and vice versa);
- Information relevant to amalgamation is shared as soon as possible;
- Regularly scheduled consultation and update meetings;
- Clarity regarding what can be shared and what is confidential;
- Clear lines of communication including a communications “point person”;
- Build trust through an agreed-upon process for resolving conflict.

High-level Timeline

Although a more detailed timeline will emerge with the creation of a roadmap, we thought it would be helpful to share with you a high-level timeline that we believe will be necessary to meet the June 2024 goal. We look forward to discussing this timeline with you and establishing as much clarity as possible with respect to the critical work of government to support these milestones.

2023	April	April - June	June
	<ul style="list-style-type: none"> Confirm Government Funding Government appoints CTO 	<ul style="list-style-type: none"> Develop Guiding Principles Define Amalgamation Assess Current State Creation of Roadmap / Budget 	<ul style="list-style-type: none"> Roadmap Execution begins
2024	January	April	June
	<ul style="list-style-type: none"> Board Appointments CTO reports into Boards 	<ul style="list-style-type: none"> Interim CEO Appointments CTO reports into CEOs Bylaws approved for consultation 	<ul style="list-style-type: none"> Amalgamation Date

Invitation

This information is intended to continue our discussion as to how we can work together to meet the June 2024 amalgamation date and engage in a process that establishes two colleges ready to regulate and take on additional challenges. We would like to schedule another meeting with you within the next three weeks to discuss this document and hear any updates you may have regarding government's intentions, funding, and timelines. We look forward to hearing from you and are keen to get started.

July 5, 2023

Regulatory College Board Chairs

Dear Board Chairs:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges. With support from the Ministry of Health via a \$4M grant, I acknowledge the hard work of you and your staff over the past months in preparing for these amalgamations.

I am pleased to confirm that on July XX, 2023 the Health Professions Designation and Amalgamation Regulation was amended (OIC#/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.
- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

s.13

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C. (MO XX/2023), pursuant to S.25.05(04) of the *Health Professions Act* (HPA) to lead the two amalgamations. As you may know, Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011 and more recently CEO of the Doctors of BC.

s.21

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order XX/2023, s.13

s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

Honourable Adrian Dix
Minister of Health

pc:

Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia

Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia

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From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Allan Seckel | s.22
To: MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca)
Subject: s.13
Sent: 07/05/2023 15:58:17
Attachments: s.13

Hi Allan,

s.13

Thanks and please let me know if you have any questions.

Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

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of British Columbia

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Withheld pursuant to/removal as

s.12

Page 1468 of 2093

Withheld pursuant to/removed as

s.12 ; s.13 ; s.14

Page 1469 of 2093

Withheld pursuant to/removed as

s.12

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: RE: Contract Preapproval Request - Amalgamation (25.05 (4))
Sent: 06/16/2023 18:14:31

I have a e-apps for the pre-approval form ready to go.

No worries on the GSA details as we still have time, but if we can try to get the pre-approval form moving up the chain, if possible, that would be great 💎💎

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Sent: Friday, June 16, 2023 11:11 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Subject: RE: Contract Preapproval Request - Amalgamation (25.05 (4))

Thanks Moysal, I'm just reviewing right now and will track down the information. I'm assuming this needs to go up for approvals in eapps? If so would you mind getting this established for this?

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Friday, June 16, 2023 10:58 AM

To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: Contract Preapproval Request - Amalgamation (25.05 (4))

Hi Chris,

Once the pre-approval form has been approved within our program area, I can forward it through the chain of approvals. While we wait for further approvals on that form, I have drafted a GSA (attached) we can work through.

Some notes below:

1. **Items we need from Allan:**

- Full legal name, if any different
- Telephone number
- Address, incl. postal code
- Billing Rate (e.g. if we choose hourly rate, we need to know his billing rate per hour).

2. **Program Area Focus:**

- Schedule A – Services (p. 14-16) will need review/ confirmation from our program area

Happy to make any changes as needed.

Thank you,

Moysal

From: Sana, Moysal HLTH:EX

Sent: Thursday, June 15, 2023 4:45 PM

To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: Contract Preapproval Request - Amalgamation (25.05 (4))

Hi Chris,

Please find attached the Contract Pre-Approval form for review. While I work to finalize the GSA, I thought we could start to forward this up the chain, for review and approvals, as it's the prerequisite for the GSA.

Just for your fyi, steps include:

1. The Contract Manager of the Program Area completes the [Contract Pre-Approval Request](#) Form – **Attached for your review/ input/ approval**
2. Create an [eApproval](#) and attach the completed Contract Pre-Approval Request Form. Approval route: - **I will work with Romy to start an E-Apps for this**
3. E-Apps Pathway:
 - Direct Award:
 - STOB 60, 61, 63: *Program Area > Decision Support > Contracts and Procurement > EA > EFO*

Questions for Consideration:

1. I know there's some amalgamation work that will extend beyond June 2024 and wondering if we wanted the appointee to work beyond that date? I have set the anticipated term for July 5, 2023-June

28, 2024, however there is an option to renew and I've ticked yes (tentatively), but I am unsure of the number of renewals and duration (e.g. month(s), year(s), if we choose to tick that off.

Happy to talk through this tomorrow as well if that would be helpful.

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: RE: Contract Preapproval Request - Amalgamation (25.05 (4))
Sent: 06/20/2023 20:57:34
Attachments: 2023 06 20 - GSA - Writing Guide Template - ms draft.docx

Hi Chris,

Attaching the updated GSA for your review. Program area focus is between p. 14-16. Happy to talk through as well.

Moysal

From: Sana, Moysal HLTH:EX
Sent: Friday, June 16, 2023 10:58 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: Contract Preapproval Request - Amalgamation (25.05 (4))

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- Billing Rate (e.g. if we choose hourly rate, we need to know his billing rate per hour).

2. **.Program Area Focus:**

- Schedule A – Services (p. 14-16) will need review/ confirmation from our program area

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Thank you,

Moysal

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Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Sunningdale Consulting Inc.</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address: _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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[Make sure that the page numbers throughout the contract do not get deleted so this Table of Contents is accurate.]

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SCHEDULE A – SERVICES

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- Part 2 – Services**
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SCHEDULE B – FEES AND EXPENSES

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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Sunningdale Consulting Inc. @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

Email: Mark.Mackinnon@gov.bc.ca and cc.Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
 - (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
---	---

[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are "quoted," remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 5, 2023 and ends on June 28, 2024.
- 2.

PART 2. SERVICES:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA), the "Contractor", will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

The "Contractor" must lead and oversee the work necessary for the 11 health profession regulatory colleges to be amalgamated into two multi-professional health profession colleges by June 28, 2024.

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: "The Contractor must..."]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors' efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor's progress. Useful reports can signal a need to re-focus a contractor's efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) Deliver X by date [describe what X is in detail to be clear]
- b) Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]
- c) Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- a. Provide a qualified resource to perform the service;
- b. Provide all the relevant equipment to perform the service;

The Province must:

- a. Provide clarification on all relevant issues; and
- b. Review, comment and sign off on all deliverables.

[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[*Important:** When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.
- Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

[*Important:** If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);
- If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and
- Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.

[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

Outcomes

The 11 amalgamating colleges, College of Chiropractors of BC, College of Dietitians of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC, College of Speech and Hearing Health Professionals of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC, must be legally amalgamated into 2 two multi-professional health profession colleges by June 28, 2024.

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[“Outcomes” means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that “outcomes” will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert “See attached Outcomes” here and attach list of outcomes in separate document labeled “Outcomes” attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.

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[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state “Not applicable” under section 1. and move on to Part 4.]

- The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type “Not applicable” here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

- The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

Appendix 2 – Solicitation document excerpt

Appendix 3 – Proposal excerpt

NOT APPLICABLE

Appendix 4 – **[specify]**

ATTACHED: NOT APPLICABLE

ATTACHED: NOT APPLICABLE

ATTACHED: ☐ Error! Bookmark not defined.

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate “Attached” and if Not Applicable, don’t mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state "not applicable" but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor's requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

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Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

Deleted: _____

2. FEES: **[Choose one or a combination of the following and delete the rest.]**

Daily Rate

Fees: at a rate of \$____ per day (based on a day of ____ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

Deleted: _____

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#). Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

***Fees:** The current rate is \$____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.*

Rate per Unit/Deliverable

Fees: at a rate of \$____ for each [unit/deliverable] provided by the Contractor as Services during the Term up to ____ [units/deliverables].

Flat Rate

Fees: \$____ for performing the Services during the Term.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

***Fees:** \$60,000.00 for performing the Services during the Term, payable as follows:*

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]

3. EXPENSES:

Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change:

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for **[insert description of billing period here- see examples below]** (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."**]**

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of

[Choose one of the following:

For Daily Rate situations

- "all hours worked on each day during the Billing Period";

For Hourly Rate situations

- "all hours worked during the Billing Period";

For Rate per Unit/Deliverable situations

- "all (units/deliverables) provided during the Billing Period"]

for which the Contractor claims fees and a description of the applicable fee rates;

- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

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[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;

- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Interest Due An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

USE AS GUIDE ONLY

Schedule C – Approved Subcontractor(s)

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[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***

<http://gws.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm>

OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the [Freedom of Information and Protection of Privacy Act](#)) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the [privacy protection schedule for cloud services](#) provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) **“unauthorized disclosure of personal information”** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

- 9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

- 10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

- 11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
- 13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
- 14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

- 15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
 - (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

USE AS GUIDE ONLY

Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)]

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or*
- (2) preserve the integrity or availability of any record.*

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or*
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.*

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

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- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed),*
- Click request Documents,*
- Enter all required information, then select Next,*
- Review and certify the information given is correct, then select Submit.]*

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;***
- the Agreement is being entered into in response to an unforeseen emergency;***
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.***

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017

s.13

[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

USE AS GUIDE ONLY

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Sent: 07/05/2023 20:06:13

I was just looking into his contract again (expenses) and I don't know if that level of detail is required for ours. I'm fine with contracts approach as well.

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Wednesday, July 5, 2023 11:30 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

s.13

Thanks,
Chris

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 11:27 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Hi Chris,

s.13

Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:56 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
Hi Moysal

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe -Dr. Bonnie Henry

I respectfully acknowledge—with gratitude—that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Wednesday, July 5, 2023 10:38 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hello,

Sounds good, thank you so much. Comments below.

Thank you,

Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 9:59 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Once I have a draft of the GSA, I can then reach out to RMB to confirm. I've already started drafting the GSA so I'll just continue but I do need some additional information.

- Does the contractor have a middle name? **Allan Paul Seckel**
- The Contract Information Slip shows a total of \$100K. As per Core Policy, any contracts that are \$100K & over require the contractor to provide a Tax Verification Letter (TVL) before we can sign the agreement. Would you like to change the contract amount to \$99K in order to avoid the requirement? **Can be \$99,999K, or \$99k – does contracts has a preference?**
- Are the services being performed at the contractors place of business? What about meetings? Are they virtual or in person? **Primarily virtual but there may be some in-person as well^{s.22}**
s.22
- Are you reimbursing for expenses? If so, how much of the contact value is being set aside for expenses?
s.13

Once I have these answers, I'll update the GSA & then can email you a copy to review before I send to RMB

Thanks

Teresa O'Keefe

Contract Specialist

Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

Strategic Finance Branch

PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street

Victoria BC, V8W 9P4

Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Wednesday, July 5, 2023 8:47 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

*appointee, in lieu of employee

From: Sana, Moysal HLTH:EX

Sent: Wednesday, July 5, 2023 8:45 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher

HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Teresa,

Thanks so much for the email, s.22

s.22

Are we able to receive confirmation from Risk Management Branch so we're able to present a draft contract to the prospective appointee? I'm happy to transfer our content to the formal GSA template, if that's helpful. Did we land on if we're able to use the draft Ministerial Order as an appendix in Schedule A? The prospective employee's name is Allan Seckel.

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 7:47 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Subject: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Thanks for chatting with me yesterday. This is a summary of what we discussed and my advice for next steps.

s.13

In the meantime, please proceed with the Ministerial Order.

If you have any questions, please let us know.

Thanks

Teresa O'Keefe

Contract Specialist

Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

Strategic Finance Branch

PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street

Victoria BC, V8W 9P4

Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

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From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: s.13
Sent: 07/07/2023 15:35:31

Hi Chris, no further comments from me on this. Moysal

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Thursday, July 6, 2023 9:02 AM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: s.13

From: Allan Seckel s.22
Sent: Thursday, July 6, 2023 7:58 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: s.13

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

s.13

Thanks for all your work on this matter.

Allan

Begin forwarded message:

From: Bradley Chisholm <bradley@regulatorspractice.com>
Date: Jul 5, 2023 at 9:44 PM
To: Allan Seckel s.22
Subject: s.13

Thank you for the opportunity to look at this.

s.13

Bradley Chisholm

Principal

The Regulator's Practice

C. 778.987.4346 | M. 250.654.1220

www.regulatorspractice.com

From: Allan Seckel s.22
Date: Wednesday, July 5, 2023 at 10:17 AM
To: Bradley Chisholm <bradley@regulatorspractice.com>
Subject: Fwd: Draft Letter from MoH to 11 Colleges - for review

Hi Bradley

I'm permitted to share this with you, s.13

s.13

Allan

Begin forwarded message:

From: Christopher HLTH:EX Bennett <christopher.bennett@gov.bc.ca>
Date: Jul 5, 2023 at 4:58 PM
To: Allan Seckel s.22
Cc: Mark HLTH:EX MacKinnon <mark.mackinnon@gov.bc.ca>
Subject: Draft Letter from MoH to 11 Colleges - for review

Hi Allan,

s.13

Thanks and please let me know if you have any questions.
Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: FW: Draft GSA for ok for Allan Paul Seckel
Sent: 07/10/2023 14:58:48
Attachments: RE: Draft GSA for Leader for amalgamation for review.msg, GSA 2024-054 -v7.docx

Is this the version sent to Allan?

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Friday, July 7, 2023 11:29 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>; Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: Draft GSA for ok for Allan Paul Seckel

Hi Chris

It looks like we have 2 different threads here which is starting to get confusing, so I added the email from RMB as well.

s.22

s.13; s.22

The attached draft GSA looks fine. s.13

s.13

I will return to the eApp to you with the latest version of the GSA & once you get the Ministerial Order you can add it to the eApproval & return it to us for final review/approval.

I would also like to kindly ask that when you make changes to the document, please make sure track changes are on so we have a clear record of what has been done to date.

Thanks

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe -Dr. Bonnie Henry

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From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Sent: Friday, July 7, 2023 10:13 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Subject: RE: Draft GSA for Leader for amalgamation for review

Hi Teresa,

Let me know if you have any issues with this. s.22

s.22

Thanks for all your assistance with this!

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Thursday, July 6, 2023 3:46 PM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Subject: FW: Draft GSA for Leader for amalgamation for review

Hi Moysal & Chris

s.13

Please let me know if you have any questions.

Teresa O'Keefe

Contract Specialist

Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

Strategic Finance Branch

PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street

Victoria BC, V8W 9P4

Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Thursday, July 6, 2023 3:35 PM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: Draft GSA for Leader for amalgamation for review

Hi again,

Kindly wondering if we will receive a finalized copy before EOD today before it heads to RMB? I'm away tomorrow so just thought to check in.

Thank you,

Moysal

From: Sana, Moysal HLTH:EX
Sent: Thursday, July 6, 2023 12:59 PM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: Draft GSA for Leader for amalgamation for review

Hi Teresa,
Thanks for the questions, please find below comments.
I hope this helps,
Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Thursday, July 6, 2023 12:10 PM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: FW: Draft GSA for Leader for amalgamation for review

Hi Moysal

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Thursday, July 6, 2023 10:46 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: Draft GSA for Leader for amalgamation for review

Greetings,
Please find an edited copy attached.
Thank you,
Moysal

Moysal Sana

Policy Analyst
Professional Regulation & Oversight Branch
Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 1:27 PM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: Draft GSA for Leader for amalgamation for review

Hi Moysal

Please review the attached and let me know if you have any questions. If you are good with it, I'll reach out to RMB.

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Wednesday, July 5, 2023 1:07 PM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Teresa,

The below sounds fine with us – thank you.

Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 10:56 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe - Dr. Bonnie Henry

I respectfully acknowledge—with gratitude—that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Wednesday, July 5, 2023 10:38 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hello,

Sounds good, thank you so much. Comments below.

Thank you,

Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 9:59 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Once I have a draft of the GSA, I can then reach out to RMB to confirm. I've already started drafting the GSA so I'll just continue but I do need some additional information.

- Does the contractor have a middle name? **Allan Paul Seckel**
- The Contract Information Slip shows a total of \$100K. As per Core Policy, any contracts that are \$100K & over require the contractor to provide a Tax Verification Letter (TVL) before we can sign the agreement. Would you like to change the contract amount to \$99K in order to avoid the requirement?
Can be \$99,999K, or \$99k – does contracts has a preference?
- Are the services being performed at the contractors place of business? What about meetings? Are they virtual or in person? **Primarily virtual but there may be some in-person as well s.22**
s.22
- Are you reimbursing for expenses? If so, how much of the contact value is being set aside for expenses?
s.13

Once I have these answers, I'll update the GSA & then can email you a copy to review before I send to RMB
Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Wednesday, July 5, 2023 8:47 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
*appointee, in lieu of employee

From: Sana, Moysal HLTH:EX

Sent: Wednesday, July 5, 2023 8:45 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Teresa,

Thanks so much for the email, ^{s.22}

^{s.22} Are we able to receive confirmation from Risk Management Branch so we're able to present a draft contract to the prospective appointee? I'm happy to transfer our content to the formal GSA template, if that's helpful. Did we land on if we're able to use the draft Ministerial Order as an appendix in Schedule A? The prospective employee's name is Allan Seckel.

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 7:47 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Subject: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Thanks for chatting with me yesterday. This is a summary of what we discussed and my advice for next steps.

^{s.13}

In the meantime, please proceed with the Ministerial Order.

If you have any questions, please let us know.

Thanks

Teresa O'Keefe

Contract Specialist

Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

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s.13 ; s.14 ; s.22

Page 1543 of 2093 to/à Page 1544 of 2093

Withheld pursuant to/removed as

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Page 1545 of 2093

Withheld pursuant to/removed as

s.14

Page 1546 of 2093 to/à Page 1547 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1548 of 2093

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Withheld pursuant to/removed as

s.14 ; s.22

Page 1550 of 2093 to/à Page 1551 of 2093

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Withheld pursuant to/removed as

s.13 ; s.14 ; s.22

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Withheld pursuant to/removal as

s.14

From: MacKinnon, Mark HLTH:EX(Mark.MacKinnon@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca); MacKinnon, Mark HLTH:EX (Mark.MacKinnon@gov.bc.ca)
Subject: FW: For Review: GSA, CIS, MO
Sent: 06/30/2023 17:37:47
Attachments: 3 - Contract Information Slip - cb-ms.docx, 6 - 2023 06 29 - GSA - Writing Guide Template.docx, 25.05(04) MO - 25.05(04) - June 29, 2023.doc

Hi Moysal – these are looking good.

I'm fine with the first and third attachments. It would be great to have a chance for you to walk me through the longer second attachment – particularly the tracked comments it contains.

Thanks,

M

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Thursday, June 29, 2023 12:06 PM

To: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>

Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: FW: For Review: GSA, CIS, MO

Mark, sorry just swapped out the MO for the most recent version. You should have all the most recent versions now.

From: Sana, Moysal HLTH:EX

Sent: Thursday, June 29, 2023 11:57 AM

To: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>

Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: For Review: GSA, CIS, MO

Hi Mark,

For your preliminary review, please find attached the:

1. .Draft GSA Contract
2. .Contract Information Slip
3. .Draft Ministerial Order for the Appointment under s. 25.05 (4)

Chris and I are happy to talk through any points as well, if needed.

Ps. (Please disregard the number before each doc name – that's just for me to keep track).

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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Withheld pursuant to/removal as

s.13

CONTRACTS AND PROCUREMENT
CONTRACT INFORMATION SLIP

Purpose: To summarize executed contract details in preparation of a purchase order to track contract commitments and pay invoices.

Section 1 - Contract Details

Contractor Name: Allan Seckel (Legal name and if individual, name on government issued ID)	Contract #: (Issued by Contract Management. Will be used as PO #)
Contractor Address: s.22 s.22	Term: July 5, 2023-June 28, 2024
Key Personnel Name(s): N/A (Name of individuals performing the services)	Possible Extension: N/A (e.g., two 1-year terms)
Brief Description of Services: <u>The contractor must:</u> <u>exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:</u> <u>Amalgamation of specified colleges</u> a) <u>the College of Dietitians of British Columbia;</u> b) <u>the College of Psychologists of British Columbia;</u> c) <u>the College of Optometrists of British Columbia;</u> d) <u>the College of Opticians of British Columbia;</u> e) <u>the College of Physical Therapists of British Columbia;</u> f) <u>the College of Occupational Therapists of British Columbia;</u> g) <u>the College of Speech and Hearing Health Professionals of British Columbia.</u> <u>Amalgamation of additional specified colleges</u> h) <u>the College of Massage Therapists of British Columbia;</u> i) <u>the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;</u> j) <u>the College of Naturopathic Physicians of British Columbia;</u> k) <u>the College of Chiropractors of British Columbia;</u>	

s.13

Section 2 – Responsible Party

Division: Health Sector Workforce and Beneficiary Services Division	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennet
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennet

Section 3 - Solicitation/PO Info

Procurement Process: Direct Award - Sole Source (201)

Solicitation # (RFP or NRQ #):	
PO Class Code: C - CONTRACT	
PO Category (do not change this): UNSPSC TWO	Subcategory (do not change this): 80101500

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)						
Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Total Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6600000	\$10,000
Total Contract Amount:						\$100,000.00
Additional Information (if required): (Please note any specific Line description required or if any special considerations are required in setting up this PO)						

GENERAL SERVICES AGREEMENT WITH WRITING TIPS

Revised November 30, 2022

Instructions:

Please read this entire page.

Use as a guide to draft your contract, e.g. GSA, ITMC-GSA, FRASA, SCA or other non-standard type. For the contract templates numbered 1-4 following, if you are drafting it for a Contract Manager, leave the red template instructions in for them to make any decisions. Any tips or suggested wording from Contract Management will be in green in this document.

Contract Templates:

The [BC Procurement Resources](#) under Contracts, has the corporate templates of which there are three (3) different types (1-3 following). You must select the latest approved template as they are updated from time to time. Following are links directly to the templates.

1. [General Services Agreement](#) – Used for all general service contracts, including professional services, except for services that require the use of the ITMC-GSA or FRASA.
2. [Information Technology & Management Consulting Professional Services](#) (ITMC-GSA) - see [Guidelines for using ITMC-GSA](#).
3. [Financial Review and Assurance Services Agreement](#) (FRASA) - Used for contracts for financial assurance services requesting a financial opinion, including financial audits and review engagements that are provided by people with a recognized professional accounting designation.
4. [Shared Cost Arrangements](#) (SCA) – SCAs are a type of government transfer to be used when a third party receives the direct benefit of the services (see [21.3.2.5](#)).
5. Non-Standard template.

Other information:

(Including suggested wording to include in the different schedules)

- No changes can be made to the terms and conditions without legal counsel advice;
- Schedule A – Services: Access to Data Requirements; Use of Authorized Devices by Contractors; and Key Personnel changes;
- Schedule B – Fees and Expenses: Hourly rate and title/role changes; current PMA sessional rate information; Group I and II rate descriptions for Expenses; payment required upfront; holdbacks for non-residents of Canada;
- Schedule C – Approved Subcontractor(s): sub-contractor changes;
- As per [Chapter 22](#), Government Communications and Public Engagement (GCPE) must approve any materials prepared for public consumption, regardless of the medium used, e.g. advertising on posters and/or where a document that will be public includes the government logo (contact Chris Shewchuk, back-up Matthew Belanger).

GENERAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: <u>[assigned by Contract Management]</u> Requisition No.: <u>[not required]</u> Solicitation No. (if applicable): <u>[add # if applicable including RFQ #, i.e. RFQHLXXX/RFP12345]</u> Commodity Code: <u>[not required]</u>	Financial Information Client: <u>026</u> Responsibility Centre: <u>66916</u> Service Line: <u>44550</u> STOB: <u>6001</u> Project: <u>6600000</u>
Contractor Information Supplier Name: <u>Allan Seckel</u> Supplier No.: <u>[CAS, add if known]</u> Telephone No.: <u>s.22</u> E-mail Address: _____ Website: <u>N/A [if known]</u>	Template version: September 16, 2022 Corporate Contract Template issued by OCG under TB Directive 1/23

s.13

[*For "Legal Entities Guidelines Legal Entities and Types of Business" if you are not sure of the legal name and the supplier name is not in CAS, do a search through BC On-line <https://www.bconline.gov.bc.ca/>. If you do not have access, Contract Management can help you. If with an individual, make sure to ask for their full legal name, e.g. what is on their BC Driver's license or BC ID. For physicians you can search the Physician Directory here: [College of Physicians and Surgeons](#)

*Note, if RMB has provided an indemnity, the legal name must match, e.g. if given to an individual the contract must be in their legal individual name and not in their business name.]

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[Make sure that the page numbers throughout the contract do not get deleted so this Table of Contents is accurate.]

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SCHEDULE A – SERVICES

- Part 1 – Term**
- Part 2 – Services**
- Part 3 – Related Documentation**
- Part 4 – Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 – Maximum Amount Payable**
- Part 2 – Fees**
- Part 3 – Expenses**
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- Part 5 – Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 5th day of July, 2023. *[Make this the same as the start date]*

BETWEEN:

Allan Seckel @LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number: *[If the contractor does not have a fax number, delete any reference to fax number in this section.]*

s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

Ministry of Health
Health Sector Workforce & Beneficiary Services
3rd floor- 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4

Email: Mark.Mackinnon@gov.bc.ca and cc Christopher.Bennett@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:
- (a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Deleted: '

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

- 13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

- 13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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[Make sure the expense authority who signs the contract has enough signing authority for the value of the contract, i.e. if over \$500K typically only the ADM can sign.]

[Also, it is not recommended to print the name above in the drafted contract unless you know for sure who will be signing and that they will be available to sign the contract.]

Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are “quoted,” remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 12, 2023 and ends on June 28, 2024.

s.13

PART 2. SERVICES:

The contractor must:

exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 and MO XX/2023:

Amalgamation of specified colleges

- a) the College of Dietitians of British Columbia;
- b) the College of Psychologists of British Columbia;
- c) the College of Optometrists of British Columbia;
- d) the College of Opticians of British Columbia;
- e) the College of Physical Therapists of British Columbia;
- f) the College of Occupational Therapists of British Columbia;
- g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- h) the College of Massage Therapists of British Columbia;
- i) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia;
- j) the College of Naturopathic Physicians of British Columbia;
- k) the College of Chiropractors of British Columbia;

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs *[can be in bullet or paragraph form and must be a combination of the RFP and Proposal matching them]*

- exercise the powers and perform the duties of the board of each of the following colleges as mentioned the above services section and in accordance with MOXX/2023;
- regular reporting to the Ministry upon request and inclusion of Ministry staff as ex-officio members on any steering committees.

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: “The Contractor must...”]

[Use specific, measurable and time-bound deliverables, where appropriate. Including measurability and target dates provides a basis for holding contractors accountable through periodic monitoring of progress and performance. It also helps both the contract manager and the contractor better understand what is required and it can reduce the risk of misdirection of contractors' efforts.]

It is important to include some reporting as a deliverable and specifying the content, format and frequency of the reporting required. Being clear with a contractor about the reporting a contract manager needs can greatly enhance the ability to monitor the contractor's progress. Useful reports can signal a need to re-focus a contractor's efforts or provide early warning that target dates may not be met.]

The Contractor must:

- a) Deliver X by date [describe what X is in detail to be clear]
- b) Provide regular progress reports as requested by the Province [define as weekly/bi-weekly/monthly if known]
- c) Deliver a final report on X by date. [in X describe the type of report; This should also include any work products developed to produce the final report that you would also like provided to the Ministry]

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

The Contractor must:

- a. Perform the service as outlined by MO XX/2023;
- b. Provide all the relevant equipment to perform the service;

The Province must:

- a. Provide clarification and necessary information to the contractor, where possible.

[If contract is direct awarded (exception, another government organization) add the following next]

Note, the Province is required to release contract award details as per the Proactive Disclosure Directives requirements accessed through <https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/open-government/open-information>.

[***Important: When a contractor has access to Protected Information, add the following title and 3 bullets:

Access to Data Requirements:

- If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.
- Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- If any of the Data is "Protected Information" as defined in Schedule G, then the Contractor cannot forward that Protected Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

[***Important: If the contractor is using their laptop to connect to the government network, then a Contractor Device Access Agreement is required and the following heading and bullets needs to be added:]

Use of Authorized Devices by Contractors

- The Contractor's Key Personnel are not allowed to attach unauthorized devices/equipment to the government network (e.g., bring in routers to allow more than one person to access the government network from one data jack);
- If the Contractor's Key Personnel want to use their laptop, they can as long as they complete Contractor Device Access Agreement; and
- Attaching other devices, such as iPads/iPhones or similar mobile devices is not allowed.

[If the Contractor only needs Internet access for a specific and short period of time (e.g., 2 hours to give a presentation) and will only access publicly releasable information, then the Contractor can use the Provincial Guest Wi-Fi service once the Terms and Conditions have been agreed to.]

Outcomes

The Contractor must perform the service as outlined by MO XX/2023, in advance of the June 28, 2024 amalgamations pursuant to section 11 or 12 (as applicable) of the Health Professions Designation and Amalgamation Regulation, B.C. Reg. 270/2008 in :

["Outcomes" means a benefit or change for individuals or populations during and after receiving services or participating in program activities. Outcomes may relate to behavior, skills, knowledge, attitudes, values or condition. An Outcome needs to be high level, the goal you hope to achieve but may not.]

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that "outcomes" will be achieved]

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert "See attached Outcomes" here and attach list of outcomes in separate document labeled "Outcomes" attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Ministry of Health will require regular reporting and engagement on project deliverables and inclusion as ex-officio membership on any steering committees, until the termination of this contract.

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[If you have included this information in Outputs put the following here:]

See Outputs.

[or see other samples:]

- Contractor must provide a status update on work in progress and Outputs achieved including hours worked, on a monthly basis.

[If you have no actual reports for vendor to submit, e.g. vendors attending meetings only, use the following wording:]

- The Contractor must include details of the services provided, e.g. the date of meetings attended, for the hours claimed in the invoices submitted.

[If you have included delivery dates but they are only estimates, add the following:]

Any change to the dates above will require the prior written approval of the Province which can be in the form of an email

PART 3. RELATED DOCUMENTATION:

Not Applicable

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[type "Not applicable" here if there are no additional documents included]

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: ☐ Error! Bookmark not defined.

NOT APPLICABLE

Appendix 4 – [specify]

ATTACHED: NOT APPLICABLE ☐

[Note that these are excerpts from the RFP or proposal, not the entire document. You can indicate “Attached” and if Not Applicable, don’t mention it.]

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state “not applicable” but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a) Not Applicable

(b)

(c)

[If required, add one of the following statements:]

[If the Key Personnel are expected to change frequently throughout the life of the contract, you can word it as follows so changes can be made by email. If you have included the hourly rate of specific named Key Personnel under Fees in Schedule B and/or included subcontractors in Schedule C, you will need to add a similar statement. Reminder: Contract Management must be sent a copy of the email.]

Any change to the Key Personnel provided by the Contractor will require the prior written approval of the Province who will expect that substitutions possess the same or better qualifications and experience as the person being replaced. The written approval can be in the form of an email.

[If the Contractor was obtained through a pre-qualified list, and the Request for Qualifications (RFQ) included allowance for substitutions, you can word it as follows:]

If the Contractor’s requested Consultant is unavailable for a contemplated project or assignment, the Contractor may be requested to propose a substitute resource to the Province for evaluation and consideration, at the sole option of the Province.

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Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$100,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES: *[Choose one or a combination of the following and delete the rest.]*

Daily Rate

Hourly Rate

Fees: at a rate of \$350 per hour for those hours during the Term when the Contractor provides the Services.

[It is recommended to use titles only in this section if more than one resource type will be paid at different rates.]

[If the Key Personnel are named here with their hourly rate and are expected to change frequently throughout the life of the contract, you can add the following so changes can be made by email. Make sure to include a similar statement under the Key Personnel section in Schedule A and/or Schedule C - Subcontractors. Reminder: Contract Management must be sent a copy of the email.]

Any change to the above Key Personnel and their Hourly Rate provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

[Hiring Physicians at Sessional Contract Rates:

Use the wording below. If the rate changes, email Contract Management and the person who enters invoices into the Corporate Accounting System. For info regarding current rates go to the, "Sessional Agreement" section [here](#); for info on compensation, refer to page 99 of the [Physician Master Agreement](#), Part 4 – Physician Services Provided Under a Sessional Contract, Article 13 – Compensation.]

Fees: The current rate is \$_____ per hour for those hours during the Term when the Contractor provides the Services. This rate is based on the Physician Master Agreement General Practitioner [or Specialist] Sessional Contract Rate which is subject to change.

[Use "Flat Rate" if payment is required up front. Here is an example where three payments were required:

Fees: \$60,000.00 for performing the Services during the Term, payable as follows:

- (a) \$20,000 – Due upon Contract signing after the Ministry has reviewed and accepted the submitted project plan by the Contractor;
- (b) \$20,000 - Due Month Day, Year;
- (c) \$20,000 - Due Month Day, Year.

If you have included dates above but they are only estimates, add the following:

- o Any change to the dates above will require the prior written approval of the Province which can be in the form of an email.]

3. EXPENSES:

Not Applicable

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and

[Add one of the following and delete the other. As rates are subject to change keep a copy of the rates in your file and send it with the contract to the contractor]

Current Group rates which are subject to change;

https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf

As per 10.3.15 contractors must not exceed Group II rates. Choose the correct Group rates based on the description below; 10.4.1:

Group 1 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is "non-management" in nature. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 1 rates are the same as those claimed by BCGEU employees.*

Group 2 Rates - Expenses for Contractors *This Appendix must be attached to all contracts where the contract includes travel expenses and the work is considered to be at the management level. It is optional to have the contractor initial the Appendix and return it with the signed contract. Note that Group 2 rates are the same as those claimed by excluded management employees.]*

- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;

- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of
[Choose one of the following:
For Daily Rate situations
 - "all hours worked on each day during the Billing Period";
For Hourly Rate situations
 - "all hours worked during the Billing Period";
For Rate per Unit/Deliverable situations
 - "all (units/deliverables) provided during the Billing Period"]
 for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[If flat rate, use the following section 4.]

[Although not recommended and in only special circumstances, typically only for SCAs under STOB 80, if payment is required upfront and you must document as to why, use Flat Rate and change the first paragraph as appropriately. Following is an example where payment was made upon contract signing and then two other payments were made, you would include a payment schedule in section 2. Fees:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province in accordance with the payment schedule in section 2. Fees above, a written statement of account in a form satisfactory to the Province containing:]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and

- (h) any other billing information reasonably requested by the Province.

[HOLDBACKS:

If the solicitation document stated that there would be a holdback, then add the following clause here:]

Holdback: The Province may holdback X% of the contract maximum amount until the services have been completed in accordance with Schedule A. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.

[If the contractor is a non-resident in Canada, then add the following clause here:]

Holdback: Under the Canadian Income Tax Act, the Province of British Columbia is required to deduct a non-resident 15% withholding tax from all fees otherwise payable under the contract and submit the tax to the Receiver General of Canada. All payments for fees made on behalf of services rendered under this agreement will be net of non-residents 15% withholding tax, unless the Province is presented with a letter from the Canada Revenue Agency certifying that the contractor is exempt from this tax.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

[For 30 day rule see 4.3.8.4 <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/expense-management#438>]

[WHEN PAYMENT HAS TO BE MADE UPFRONT

Although recommended to have invoices submitted monthly, depending on the services occasionally payment may be required up front. Typically, this would be in the case of an SCA under STOB 80 only. You must include a justification as to why and write this section as follows.]

Payments Due: Upon execution of this Agreement the Province shall pay the Contractor \$xxx. This amount is to be recovered, if required, against subsequent statements of account due upon contract completion.

Where determination is made by the province that a lesser advance is more appropriate for the services under the agreement, then the difference between the existing advance and the revised amount is considered a debt due to the Province and is payable within 30 days of such a determination.

[OPTIONAL: add the following term if you feel it is important for the Contractor to know:]

6. INTEREST DUE

Inte"est Due" An invoice is "overdue" on the 61st day after the date the invoice was received in the first government office or the date the goods/services were received, whichever is later. If interest is payable on an overdue account, it will be paid according to Ministry of Finance policy:

http://www.fin.gov.bc.ca/gws/camss/fsa/financial_operations/invoice_processing/interest_overdue_accounts.stm

Schedule C – Approved Subcontractor(s)

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[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

[Make sure to include the sub-contractor(s) legal name and full address. The sub-contractor(s) Key Personnel need to be listed under Schedule A and they do not require to be listed here.]

[If Subcontractors are expected to change frequently and you have included that the written approval by the Province can be in the form of an email under Key Personnel in Schedule A (or in both Key Personnel in Schedule A and Fees in Schedule B), then add the following before listing the subcontractors.]

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email.

Schedule D – Insurance

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[If changed at all Risk Management must review. For more info on the requirement see the [Contract Information Package](#). When emailing RMB copy HLth.contractmanagement@gov.bc.ca.]

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) ***[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:***

<http://www.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm>

OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

USE AS GUIDE ONLY

Schedule E – Privacy Protection Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#). DPSP will determine this on their review.]

Privacy training for contractors accessed at <https://mytrainingbc.ca/FOIPPA/> is now free. However, it is possible that a contractor may ask for us to pay for the hour it takes to take the course. That is why section 7 below says at cost to the contractor.]

[This Schedule E must be used without modification subject to the following:

- **Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the [Freedom of Information and Protection of Privacy Act](#)) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.**
- **An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, Ministry of Citizens' Services under the circumstances described at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?**
- **If the contract involves cloud services and personal information, the [privacy protection schedule for cloud services](#) provides terms that are more appropriately applicable for cloud applications.**

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule,

- (a) **"Act"** means the [Freedom of Information and Protection of Privacy Act](#) including any regulation made under it;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (d) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province; and
- (e) **"public body"** means "public body" as defined in the Act;
- (f) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (g) **"service provider"** means a person retained under a contract to perform services for a

public body; and

- (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

- 2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that

all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

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Not Applicable

[Adding additional terms using Schedule F is optional.]

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.

All bracketed instructions must be deleted.]

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Schedule G – Security Schedule

[Make sure to leave the red in if drafting template for the Contract Manager and you are not sure if it is applicable. For more info on the requirement see the DPSP section in the [Contract Information Package](#), DPSP will determine this on their review. Any changes to Schedule G will require legal advice first, then approval by the MISO (email is Health.Miso@gov.bc.ca)

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or
- (2) preserve the integrity or availability of any record.

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.)

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

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- (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) “**Security Event Logs**” means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) “**Systems**” means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) “**Tenancy**” means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) “**Tenancy Security Event Logs**” means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
- 6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

- 7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

- 8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

- 9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

- 10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

- 11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are

compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

- 12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

- 13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

- 22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 43. The Contractor must review physical access logs at least once monthly.
- 44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct ; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
 - (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable

(if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

[Note, G1 is used for additional security obligations. As per the instructions above (red text), the contract manager needs to review schedule G to determine if G1 is required or not. If G1 is needed, the contract manager needs to contact legal first to draft the obligations in G1. Then the MISO at Health.Miso@gov.bc.ca has to approve.]

Schedule H – Tax Verification Schedule

[Note, if this Schedule is applicable, you must obtain a valid [Tax Verification Letter](#) from the contractor before the Ministry expense authority signs the contract. For the contractor to obtain one, they will need to:

- Log on to their [eTaxBC](#) account (create account first if needed);
- Click request Documents;
- Enter all required information, then select Next;
- Review and certify the information given is correct, then select Submit.]

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;
- the Agreement is being entered into in response to an unforeseen emergency;
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “Not applicable” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) “Tax Verification Letter” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “Valid” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

Schedule I – SECURITY SCHEDULE FOR CLOUD SERVICES
PROVINCE VERSION – AUGUST 2, 2017

s.13

[Note, this schedule is not in the approved template and only added if it is determined it is required.

*DPSP will determine if this schedule is required in their review,
See the DPSP section in the [Contract Information Package](#) for more info.*

Information about Cloud Security is [here](#).

If it is required copy the schedule from [here](#) under the above heading. We have added this as Schedule I]

USE AS GUIDE ONLY

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: s.13
Sent: 07/06/2023 16:02:11
s.13

Memo -

Attachments: Outcomes from 13022023 Meeting of Amalgamating Registrars and Board Leaders[17].pdf

From: Allan Seckel s.22
Sent: Thursday, July 6, 2023 7:58 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: s.13

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

s.13

Thanks for all your work on this matter.
Allan

Begin forwarded message:

From: Bradley Chisholm <bradley@regulatorspractice.com>
Date: Jul 5, 2023 at 9:44 PM
To: Allan Seckel s.22
Subject: s.13

Thank you for the opportunity to look at this.

s.13

Bradley Chisholm

Principal

The Regulator's Practice

C. 778.987.4346 | M. 250.654.1220

www.regulatorspractice.com

From: Allan Seckel s.22
Date: Wednesday, July 5, 2023 at 10:17 AM
To: Bradley Chisholm <bradley@regulatorspractice.com>
Subject: s.13

Hi Bradley

I'm permitted to share this with you, s.13

s.13

Allan

Begin forwarded message:

From: Christopher HLTH:EX Bennett <christopher.bennett@gov.bc.ca>
Date: Jul 5, 2023 at 4:58 PM
To: Allan Seckel [s.22](#)
Cc: Mark HLTH:EX MacKinnon <mark.mackinnon@gov.bc.ca>
Subject: [s.13](#)

Hi Allan,
[s.13](#)

Thanks and please let me know if you have any questions.
Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931



MEMORANDUM

To: Mark MacKinnon, Executive Director
Professional Regulation and Oversight Branch
Ministry of Health – Government of British Columbia

From: College of Chiropractors of BC
College of Naturopathic Physicians of BC
College of Massage Therapists of BC
College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC
College of Dietitians of BC
College of Occupational Therapists of BC
College of Optometrists of BC
College of Opticians of BC
College of Physical Therapists of BC
College of Psychologists of BC
College of Speech and Hearing Health Professionals of BC

Date: February 21, 2023

Re: **Outcomes from February 13, 2023 Meeting of Registrars and Board Leaders**

Thanks to you and Christopher Bennett for attending our February 13, 2023, meeting of the amalgamating Board leaders and Registrars. The initial goal of this meeting was to agree on the core elements of a governance structure for the amalgamation process. The clarity that you provided regarding government's timeline and interests for the two regulatory amalgamations was critical in helping us focus our discussions.

This document describes the agreements achieved on February 13 with respect to how we can work with government to successfully complete two multi-professional legal amalgamations by June 2024. We do believe there are risks involved with these complex amalgamations that could be more effectively managed if we had additional time. The recommendations we make are based on the timeline you have provided. We believe moving forward with a June 2024 amalgamation date is possible but challenging, and we describe what we believe is needed to accomplish this ambitious goal in collaboration with government.

The Registrars and Board leaders present on February 13 are in agreement, based on the information provided by government, including the ambitious timeline of June 2024 and the critical success factors outlined below, that the best way, and perhaps the only way, to successfully complete two amalgamations by June 2024 is for government to make use of s.25.05(4) of the *Health Professions Act* (HPA) and appoint an executive leader for the

amalgamation process. We want to work with government to ensure success. As s.25.05(4) is not prescriptive in terms of what type of decision-maker would be appointed, what governance structure would exist to support the decision-making, nor how this decision-maker would work with the colleges, we have provided recommendations to support government's decision making.

This memo sets out the following elements:

1. Reiteration of government's interests (**critical success factors**) to be satisfied by any governance structures and amalgamation processes proposed.
2. The most critical **needs** (processes and structures) to achieve these success factors from a college perspective.
3. Initial **recommendations** to guide how we work together with government.

Critical Success Factors

We heard you articulate four primary interests or definitions of success. These "critical success factors" were the most important factors in our deliberations and recommendations. It is our understanding that any structures, teams, processes, and/or relationships proposed must meet these success factors. It was these success factors that led us to agree that s.25.05(4) must be engaged in order to create two diverse multi-professional regulators by June 2024 that are not only capable of functioning on day 1, but are ready for the more extensive changes that will accompany the coming into force of BC's new *Health Professions and Occupations Act* (HPOA).

1. Capacity and capability to protect the public

The work of the colleges to protect the public can never be paused and public credibility must be maintained. Whatever amalgamation processes and structures are created, they must not compromise the ability of the 11 existing colleges to regulate and fulfill their current responsibilities in the interim; and the result must be two organizations that are ready to regulate and continue this public protection on day one without interruption.

2. June 2024 amalgamation date

Whatever processes and structures are created must result in two legal amalgamations by June 2024. Although work is needed to clearly define what legal amalgamation looks like, some of the essential elements you shared with us include: two boards, two CEOs, two sets of bylaws, two integrated financial systems, and two sets of staff with clear roles and employment contracts. In addition to defining what amalgamation will look like on the amalgamation date, these processes and structures will involve the creation of a project roadmap/blueprint and the plan for its execution. See page 7 for a high-level timeline recommendation.

3. Ability to take on post-amalgamation challenges

The two new amalgamated colleges will require the human resources – expertise, motivation and capacity – to not only be a diverse, multi-professional regulator on the amalgamation date, but also to engage in post-amalgamation change initiatives such as the implementation of the HPOA and the incorporation of multiple new professions into the regulatory structure. The amalgamation process cannot be seen as a sprint but rather the beginning of a marathon,

where the health and wellbeing of the people involved in the work and continued protection of the public must be prioritized at every stage.

4. Credibility with registrants

Professional regulation works best when registrants trust the regulator, believe in the importance of being regulated and see regulation as a credible and relevant element of their profession and their day-to-day work. This process must not erode trust with registrants resulting in “digging out from the reputational hole” created because of the amalgamation. Credibility is also critical considering recent feedback regarding the HPOA and the risk that an expedited amalgamation process led by a government appointee reinforces the “government overreach” narrative.

Amalgamation (Structures and Processes) Needs

To achieve these critical success factors, we agreed that the amalgamation governance structures and processes must fulfill the following needs.

Strong, collaborative relationship with government: To accomplish two complex amalgamations in approximately 15 months will require a close working relationship between government and college leaders. Mutual expectations of each other must be established, regular communication and feedback provided, and any issues addressed immediately.

Guiding principles: Clear guiding principles must be created to define what we collectively agree is most important and how we work with each other. How this work unfolds, how people interact and what work is prioritized will all have a significant impact on the amalgamation process itself and on the success of the new colleges.

Efficient decision making: We do not have time to waste. The processes that guide decision making and engagement must be effective – resulting in good decisions, but also efficient - decisions made in a timely manner.

Expert Advice: Professional regulation is complex and so is an amalgamation of seven or four diverse organizations. Decision makers will require access to expertise in regulatory, legal, human resources, IT, project management, communications, change management and financial matters. Ensuring that the right people inform the right decisions at the right time will be critical to success.

Change management: This process will be difficult for the many people who have invested considerable time, energy, and passion into establishing the existing colleges. A carefully crafted and adequately resourced transformational change management strategy, with meaningful supports for Registrars, staff, committee members and Board members will be critical to retain the people and expertise needed to make the new colleges successful.

Clear, transparent communication to registrants: A transformational change management strategy must include regular and targeted communication with registrants, providing updates, answering questions, and addressing fears. A robust and experienced communication team is required to lead and carry out this work.

Funding: As we have discussed with you in the past, significant funding is required to create the capacity to assess the current state, to articulate a desired future state for day 1 of the amalgamation, and to develop and execute a roadmap/blueprint. Current staff will need to be available to support this work and external expertise will be required to fill expertise and capacity gaps and manage the project. The existing colleges do not have the financial capacity to both continue to regulate and simultaneously provide the resources required for this work. Colleges must work with the amalgamation leader to clarify how the colleges will contribute to the process.

Amalgamation clarity: Beyond the concept of amalgamation included in the *Health Professions Act* (HPA), a clear articulation of what amalgamation will look like on day one is required to focus efforts and resources to achieve two amalgamations in 15 months. This must include clarity about the legal requirements as well as the minimum operational requirements that must be in place. The impacts not only on the colleges and the public we serve but also on the many thousands of health care professionals we regulate, need to be considered.

Roadmap: With a clear articulation of what is to be achieved by the amalgamation date, a detailed roadmap or project plan/blueprint is required that describes the work streams, critical milestones, resources needed, and roles and responsibilities. Although development of the roadmap must be expedited, it must be done well.

Roles and responsibilities: Effective decision-making and trust building depend on roles and accountabilities being clearly defined. Clarity is required to ensure understanding as to who makes what decisions and who informs those decisions.

Clarity regarding decisions made by 4, 7, and 11: Up until this point, government has contemplated this as a single amalgamation process with a single timeline. It is important to note that this amalgamation process will result in two new colleges. Government has stated they want to see as much collaboration as possible throughout this process. There will invariably be decisions and processes, however, that must be focused on the unique needs of one or the other of the two colleges. Clarity is required as soon as possible as to where collaboration of the 11 will take place, where decisions will be made jointly and where separate decisions and processes make more sense.

Re-prioritization: To participate in and prioritize this work over the next 15 months, colleges must look critically at their current priorities and adjust them accordingly. Re-prioritization may involve government and other government priorities. It will require understanding and cooperation from government to make the necessary changes to release the internal capacity to successfully complete these amalgamations by June 2024.

Recommendations

As stated above, the Registrar and Board leaders present at the February 13, 2023 meeting were in agreement that the best way to achieve these critical success factors is for government to invoke s.25.05(4) of the HPA and appoint an amalgamation leader to oversee and lead the amalgamation process, instead of the college Boards developing a process to do the same as was done in the three previous amalgamations under the HPA.

Although we see great value in our Boards and Registrars agreeing to a governance structure and having a hand in creating this structure, this would take time that we do not have. Therefore, we think it is best for government to appoint the amalgamation leader. To achieve the critical success factors and meet the needs articulated within the context of using s.25.05(4), we provide the following recommendations for your consideration.

Note that these recommendations are drafts, provided in the spirit of collaboration and meant to stimulate discussion with government.

The Appointee (Chief Transition Officer)

After significant discussion we think it creates the clearest accountability for government to appoint a single person to oversee both amalgamations – the “Chief Transition Officer (CTO).” The CTO should have the authority and budget to resource a team that complements their own expertise and capacity and the capacity that exists within the colleges. The CTO would be responsible for the creation of two unique colleges. The team the CTO assembles may include leads and teams for each of the two amalgamations and may include resources that serve both amalgamations.

Although the HPA is not clear as to the role the CTO would play, we believe that for the initial stages of the amalgamation (until the Minister appoints the two amalgamated college Boards), the CTO would not only “oversee” the amalgamation process but provide the executive leadership and decision-making, ensuring project management to move this process forward. Some of the key responsibilities of the CTO should include:

- Manage and be accountable for funds provided by government and the amalgamation budget;
- Hire and manage resources to support the work;
- Collaborate with college leaders (Registrars) to define what amalgamation looks like on amalgamation day 1, develop guiding principles for the process and develop/oversee the development of a project plan/blueprint;
- Identify the need for and manage internal and external teams assigned to various work-streams and work products;
- Engage with Boards, Registrars and staff;
- Develop and implement a transformational change management strategy including a robust communication plan;
- Transition oversight responsibilities to the new college Boards when appointed;
- Transition amalgamation leadership to the CEO's when appointed by Boards; and

- Continue to be a resource to the appointed Boards and the CEOs until amalgamation occurs. It is possible that the CTO may provide support for a limited period beyond amalgamation day 1.

To assume this role within the complex system our colleges are part of the CTO needs to be seen as independent, without real or perceived conflicts of interest that would compromise the credibility of decision making. The CTO should bring the following knowledge, experience and background to the role.

- Respected, credible executive leader with a track record for achieving complex projects that involve multiple diverse stakeholders;
- Financial oversight - experience overseeing large project budgets;
- Experience assembling and managing a team of diverse professionals;
- A transformational leader, with evidence of leading meaningful change initiatives;
- Understanding of history of health professions regulation in the BC context;
- Understanding of health delivery systems, the current challenges, public/private dynamics, and the multiple crises the system is currently dealing with;
- A track record for building trusted relationships, meaningful engagement and “doing with” instead of “doing to”;
- Understanding of the importance of embedding cultural safety, cultural humility, and anti-oppression good practices in the context of regulation, as part of reconciliation and throughout the amalgamation process;
- Humility and openness to work with and be advised by subject-matter experts;
- Ideally, experience with amalgamation of complex, diverse organizations; and
- Appreciation for diversity, equity and inclusion and a track record for creating inclusive space for diverse perspectives to be heard.

Obtaining Expert Input

Any decision-making structure that is established must clearly articulate not only the decision-makers but how those decision-makers will be informed. We recommend structures are put in place to ensure that the right voices are being heard through this process. These recommendations are in addition to the need for a comprehensive transformational change management and communications strategy with a goal to inform and where possible engage Boards, staff, committee members and registrants in the creation of these two new colleges.

Registrar Advisory Council

The Registrars are critical in not only ensuring the current colleges continue to protect the public, but also providing a unique source of information about their staff, how to regulate the various, diverse professions, historical contexts, and the dynamics of working collaboratively with registrants and the public. We propose the creation of a Registrars Advisory Council (Council) that can meet as a group of 11 when required or as separate groups of 4 and 7 when appropriate. It will be up to the CTO to decide how and when to make use of this Council, however we believe that a formalized structure will be an important signal to staff, Boards and registrants that the CTO is working collaboratively with these college leaders.

Project Teams

The CTO will need to build a team to complete this work. Multiple workstreams and projects will be identified. These workstreams will be a powerful mechanism to engage not only Registrars beyond their Council role but senior staff, external resources with capacity and expertise and subject matter experts to inform recommendations for decisions. Although the timeline is short, we believe that meaningful engagement with a range of expertise at this project team level will be critical to foster collaboration, build relationships and promote engagement in this process.

Board Engagement

At this point, we feel that the best and simplest way for the eleven Boards to be informed and engaged in this process is through the current college governance structure where their own Registrar is the key link between the Board and the processes. There may be circumstances when the CTO or other members of the amalgamation team need to meet with the Boards directly. The Boards' primary responsibility is to ensure that the existing colleges can continue their current work and protect the public amidst this time of significant change.

Working with Government

If we are to achieve these amalgamations within 15 months, we must work collaboratively with government and with the CTO. We believe the best way to set the foundation for a strong working relationship is to ensure that each of our expectations is clear. In the near future we would like to have a conversation with you to establish the foundation for a strong working relationship. To initiate this discussion with your team and the CTO, we provide the following elements that could form the basis for a working agreement:

- Everything is done in the spirit that “we are in this together” – “do with, not to”;
- Keep public protection at the forefront – when in doubt ask “how does this protect the public”;
- Clarity about who decides what;
- Decisions and relevant information/rationale are clearly communicated in a timely manner;
- Honour commitments or be clear why commitments cannot be met;
- Government respects and values the regulator’s expertise (and vice versa);
- Information relevant to amalgamation is shared as soon as possible;
- Regularly scheduled consultation and update meetings;
- Clarity regarding what can be shared and what is confidential;
- Clear lines of communication including a communications “point person”;
- Build trust through an agreed-upon process for resolving conflict.

High-level Timeline

Although a more detailed timeline will emerge with the creation of a roadmap, we thought it would be helpful to share with you a high-level timeline that we believe will be necessary to meet the June 2024 goal. We look forward to discussing this timeline with you and establishing as much clarity as possible with respect to the critical work of government to support these milestones.

2023	April	April - June	June
	<ul style="list-style-type: none"> • Confirm Government Funding • Government appoints CTO 	<ul style="list-style-type: none"> • Develop Guiding Principles • Define Amalgamation • Assess Current State • Creation of Roadmap / Budget 	<ul style="list-style-type: none"> • Roadmap Execution begins
2024	January	April	June
	<ul style="list-style-type: none"> • Board Appointments • CTO reports into Boards 	<ul style="list-style-type: none"> • Interim CEO Appointments • CTO reports into CEOs • Bylaws approved for consultation 	<ul style="list-style-type: none"> • Amalgamation Date

Invitation

This information is intended to continue our discussion as to how we can work together to meet the June 2024 amalgamation date and engage in a process that establishes two colleges ready to regulate and take on additional challenges. We would like to schedule another meeting with you within the next three weeks to discuss this document and hear any updates you may have regarding government's intentions, funding, and timelines. We look forward to hearing from you and are keen to get started.

July 5, 2023

Regulatory College Board Chairs

Dear Board Chairs:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges. With support from the Ministry of Health via a \$4M grant, I acknowledge the hard work of you and your staff over the past months in preparing for these amalgamations.

I am pleased to confirm that on July XX, 2023 the Health Professions Designation and Amalgamation Regulation was amended (OIC#/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.
- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

s.13

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C. (MO XX/2023), pursuant to S.25.05(04) of the *Health Professions Act* (HPA) to lead the two amalgamations. As you may know, Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011 and more recently CEO of the Doctors of BC.

s.21

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order XX/2023.s.13

s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

Honourable Adrian Dix
Minister of Health

pc:

Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia

Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia

CONFIDENTIAL

Page 1657 of 2093 to/à Page 1659 of 2093

Withheld pursuant to/removed as

s.14

From: HLTH Contract Management HLTH:EX(HLTH.ContractManagement@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca); Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
To: HLTH Contract Management HLTH:EX (HLTH.ContractManagement@gov.bc.ca)
Subject: Draft GSA for ok for Allan Paul Seckel
Sent: 07/07/2023 18:29:15
Attachments: RE: Draft GSA for Leader for amalgamation for review.msg, GSA 2024-054 -v7.docx

Hi Chris

It looks like we have 2 different threads here which is starting to get confusing, so I added the email from RMB as well.

s.22

s.13; s.22

The attached draft GSA looks fine. s.13

s.13

I will return to the eApp to you with the latest version of the GSA & once you get the Ministerial Order you can add it to the eApproval & return it to us for final review/approval.

I would also like to kindly ask that when you make changes to the document, please make sure track changes are on so we have a clear record of what has been done to date.

Thanks

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe -Dr. Bonnie Henry

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Sent: Friday, July 7, 2023 10:13 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Subject: RE: Draft GSA for Leader for amalgamation for review

Hi Teresa,

s.13

Let me know if you have any issues with this. ^{s.22}

^{s.22} Darren mentioned that this is administered Ministry by Ministry.

Thanks for all your assistance with this!

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Thursday, July 6, 2023 3:46 PM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Subject: FW: Draft GSA for Leader for amalgamation for review

Hi Moysal & Chris

^{s.13}

Please let me know if you have any questions.

Teresa O'Keefe

Contract Specialist

Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

Strategic Finance Branch

PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street

Victoria BC, V8W 9P4

Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Thursday, July 6, 2023 3:35 PM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: Draft GSA for Leader for amalgamation for review

Hi again,

Kindly wondering if we will receive a finalized copy before EOD today before it heads to RMB? I'm away tomorrow so just thought to check in.

Thank you,

Moysal

From: Sana, Moysal HLTH:EX

Sent: Thursday, July 6, 2023 12:59 PM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: Draft GSA for Leader for amalgamation for review

Hi Teresa,
Thanks for the questions, please find below comments.
I hope this helps,
Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Sent: Thursday, July 6, 2023 12:10 PM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Subject: FW: Draft GSA for Leader for amalgamation for review
Hi Moysal

s.13

Thanks

Teresa O'Keefe

Contract Specialist
Contracts & Procurement
Ministry of Health
Finance & Corporate Services Division
Strategic Finance Branch
PO Box 9647 STN PROV GOVT
4th Floor - 1515 Blanshard Street
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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Thursday, July 6, 2023 10:46 AM
To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>
Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: Draft GSA for Leader for amalgamation for review

Greetings,
Please find an edited copy attached.

Thank you,

Moysal

Moysal Sana

Policy Analyst
Professional Regulation & Oversight Branch
Health Sector Workforce and Beneficiary Services Division
Ministry of Health

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From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 1:27 PM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: Draft GSA for Leader for amalgamation for review

Hi Moysal

Please review the attached and let me know if you have any questions. If you are good with it, I'll reach out to RMB.

Thanks

Teresa O'Keefe

Contract Specialist

Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

Strategic Finance Branch

PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street

Victoria BC, V8W 9P4

Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe -Dr. Bonnie Henry

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Wednesday, July 5, 2023 1:07 PM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Teresa,

The below sounds fine with us – thank you.

Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 10:56 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

s.13

Thanks

Teresa O'Keefe

Contract Specialist

Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

Strategic Finance Branch

PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street

Victoria BC, V8W 9P4

Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Wednesday, July 5, 2023 10:38 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hello,

Sounds good, thank you so much. Comments below.

Thank you,

Moysal

From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 9:59 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Once I have a draft of the GSA, I can then reach out to RMB to confirm. I've already started drafting the GSA so I'll just continue but I do need some additional information.

- Does the contractor have a middle name? **Allan Paul Seckel**
- The Contract Information Slip shows a total of \$100K. As per Core Policy, any contracts that are \$100K & over require the contractor to provide a Tax Verification Letter (TVL) before we can sign the agreement. Would you like to change the contract amount to \$99K in order to avoid the requirement? **Can be \$99,999K, or \$99k – does contracts has a preference?**
- Are the services being performed at the contractors place of business? What about meetings? Are they virtual or in person? **Primarily virtual but there may be some in-person as well s.22**
s.22
- Are you reimbursing for expenses? If so, how much of the contact value is being set aside for expenses?
s.13

Once I have these answers, I'll update the GSA & then can email you a copy to review before I send to RMB
Thanks

Teresa O'Keefe

Contract Specialist

Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

Strategic Finance Branch

PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street

Victoria BC, V8W 9P4

Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or HLth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

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From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Sent: Wednesday, July 5, 2023 8:47 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges
*appointee, in lieu of employee

From: Sana, Moysal HLTH:EX

Sent: Wednesday, July 5, 2023 8:45 AM

To: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: RE: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Teresa,

Thanks so much for the email,^{s.22}

^{s.22} Are we able to receive confirmation from Risk Management Branch so we're able to present a draft contract to the prospective appointee? I'm happy to transfer our content to the formal GSA template, if that's helpful. Did we land on if we're able to use the draft Ministerial Order as an appendix in Schedule A? The prospective employee's name is Allan Seckel.

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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From: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Sent: Wednesday, July 5, 2023 7:47 AM

To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: HLTH Contract Management HLTH:EX <HLTH.ContractManagement@gov.bc.ca>

Subject: eApp 82700 Leader for amalgamation of 11 health profession regulatory colleges

Hi Moysal

Thanks for chatting with me yesterday. This is a summary of what we discussed and my advice for next steps.

^{s.13}

In the meantime, please proceed with the Ministerial Order.

If you have any questions, please let us know.

Thanks

Teresa O'Keefe

Contract Specialist

Contracts & Procurement

Ministry of Health

Finance & Corporate Services Division

Strategic Finance Branch

PO Box 9647 STN PROV GOVT

4th Floor - 1515 Blanshard Street

Victoria BC, V8W 9P4

Tel: (250) 952-1907

Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Physical Location 4-4 Blanshard St, Pandora Wing

Be Kind, Be Calm, Be Safe *-Dr. Bonnie Henry*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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Page 1751 of 2093 to/à Page 1752 of 2093

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From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: Contracts - Next Steps
Sent: 07/18/2023 19:42:13

Hi Chris,

Just fyi (taken in part from the contracts [site](#)):

11. .Once approved by Contracts and Procurement Team, **send contract to Contractor (Allan) for review and signature**
12. .Obtain Expense Authority (EA) signature on the contract – **then Mark A. signs**
13. .Send eApproval to the Contracts and Procurement Team – **Moysal to do once everyone has signed**
14. .Contracts and Procurement Team returns the eApproval to the Program Area to save eApproval history and documents to the contract file
15. .Close the eApproval

I hope this provides a bit more clarity.

Moysal

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From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: FW: Cliff 1261694 - Approved by Minister
Sent: 07/25/2023 17:33:30
Attachments: Signed 1261694 DBN Appendix.pdf, 1261694 - ProgGen DBN for Minister Dix - Ministerial Appointment of Amalgamation Lead .msg

From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Sent: Tuesday, July 25, 2023 10:11 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>
Subject: FW: Cliff 1261694 - Approved by Minister
Importance: High

Hi Chris,

Hoping to clarify direction on this Min order (see attached email for original files)

Minister has signed DBN, MO and asked that eSig be placed on outgoing letter to board chairs (as it needs updated with MO #)

Is that something your team wants to do? Or would you like COU to send out?

Thanks!

Jen

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health

C: 250-880-1552

From: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>
Sent: Tuesday, July 25, 2023 10:09 AM
To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Subject: Cliff 1261694 - Approved by Minister

Thanks, Jen. I didn't think about Appendix B, as the Minister's signed a version in the same pdf file as the DBN. Is COU needing to send out Appendix C now?

Thanks,

Sylvia Rose (she/her)

Documents Clerk

Corporate Operations Unit

Ministry of Health

Sylvia.Rose@gov.bc.ca

I am grateful to live and work on the unceded lands of the Lək̓ʷəŋən People, known today as the Esquimalt and Songhees Nations.

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From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Sent: Tuesday, July 25, 2023 10:06 AM
To: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>
Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Subject: FW: Cliff 1261694 - Approved by Minister

Sorry for the delay, I was checking with program and MO to be sure.

Appendix B requires eSig from Minister. Appendix C requires inputting MO # (from Appendix B I believe) and then eSig application from Minister.

I don't believe anything further requires signature.

Thank you!

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health

C: 250-880-1552

From: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>
Sent: Tuesday, July 25, 2023 9:01 AM
To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Higgins, Claire HLTH:EX <Claire.Higgins@gov.bc.ca>
Subject: Cliff 1261694 - Approved by Minister

Hi Jen,

Can you please confirm what's needed from COU here? Is the MO requesting the letter under Appendix C be signed? If so, are they wanting it sent out from COU? Or are they wanting the e-sig applied to Appendix D?

Thanks,

Sylvia Rose (she/her)
Documents Clerk
Corporate Operations Unit
Ministry of Health
Sylvia.Rose@gov.bc.ca

I am grateful to live and work on the unceded lands of the Lək'wəṇən People, known today as the Esquimalt and Songhees Nations.

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From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Sent: Monday, July 24, 2023 4:51 PM
To: HLTH Corporate Operations HLTH:EX HLTH.Corporate.Operations@gov.bc.ca; Higgins, Claire HLTH:EX <Claire.Higgins@gov.bc.ca>
Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Subject: Cliff 1261694 - Approved by Minister

Hello,

Please see attached as approved and signed by Minister Dix.

COU – MO has advised that the appointment letters in the attached email can have his eSig applied.

Claire – FYI that Chris Bennett in Pro-Reg reached out directly, and I have let him know that this has been signed and we're moving back through eApps.

Thank you!

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health
C: 250-880-1552

From: Ho, Theresa HLTH:EX <Theresa.Ho@gov.bc.ca>
Sent: Monday, July 24, 2023 4:42 PM
To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; London, Kathy HLTH:EX <Kathy.London@gov.bc.ca>
Subject: July 24 updates on Items for Minister Signature - July 19th 2023

Hi Jen,

1. Attached are the signed documents – 1261694

From: Sheppard, Jenifer A HLTH:EX
Sent: Wednesday, July 19, 2023 12:24 PM
To: Ho, Theresa HLTH:EX <Theresa.Ho@gov.bc.ca>; MacMillan, Karin HLTH:EX <Karin.MacMillan@gov.bc.ca>
Cc: London, Kathy HLTH:EX <Kathy.London@gov.bc.ca>; Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; Andrachuk, Andrea HLTH:EX <Andrea.Andrachuk@gov.bc.ca>
Subject: Items for Minister Signature - July 19th 2023

Hello!

Please find attached a list of items for Minister's signature.

Item	Sent to MO	Attachment
1261694 - DBN and Ministerial Appointment Order	Just sent July 17 th	<< Message: 1261694 - ProgGen DBN for Minister Dix - Ministerial

<div>s.13</div> <div>1262048 – s.13; s.17</div>	<div>Appointment of Amalgamation Lead >></div> <div>Sent July 12th (via email from H. Murray)</div> <div>s.13; s.17</div>
---	--

1257890 - DBN - Upholding the Laboratory Facility Applications Moratorium	Sent June 21	<< File: 1257890 - DBN Upholding the Laboratory Facility Applications Moratorium.docx >>
1251711 - DBN Extra Billing of Diagnostic Services – s.18.1 of the Medicare Protection Act	March 3	<< File: 1251711 - DBN Extra Billing of Diagnostic Services – s.18.1 of the Medicare Protection Act.docx >>

Thank you very much!

Jen

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health

C: 250-880-1552

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Ministry of Health - Decision Briefing Note – Cliff 1261694

Prepared for: Honourable Adrian Dix, Minister of Health – **for Decision**

Subject: Ministerial Appointment of Amalgamation Lead

Authority: *Health Professions Act*, section 25.05(4)

Purpose: To obtain Minister's approval to appoint a leader to support the amalgamation of eleven regulatory colleges into two umbrella colleges

Background:

On July 7, 2023, the Health Professions Designation and Amalgamation Regulation was amended confirming the amalgamation of 11 health regulatory colleges into two effective June 28, 2024. One college of seven professions will regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing health professionals. The other college of four professions will regulate chiropractors, massage therapists, naturopathic physicians, and traditional Chinese medicine practitioners and acupuncturists.

As the smallest health regulatory colleges in BC, the 11 amalgamating colleges lack the leadership and resources required to effectively amalgamate by June 2024 without external support. ^{s.13}

s.13

To promote an orderly transition to amalgamated colleges, section 25.05(4) of the HPA authorizes the Minister to appoint an amalgamation leader. This appointee(s) would assume the powers of the college boards as it relates to amalgamation matters while the 11 college boards would continue their governance roles in relation to the day-to-day regulatory functions of their colleges. In May 2023, the Ministry provided the 11 colleges with a \$4M grant to support the work associated with the amalgamations.

Discussion:

To provide unified leadership for the amalgamations, a proposed Ministerial Order is attached that would appoint Allan Seckel under s.25.05(04) of the HPA to lead the two amalgamations (see Appendix B). Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011

and more recently CEO of the Doctors of BC. ^{s.13}

s.13

s.13

s.22

Recommendation:

That the Minister approves the Ministerial Order appointment (Appendix B), letter of expectations to the 11 college board chairs (Appendix C) ^{s.22}

s.22



~~Approved~~ Not Approved
Honourable Adrian Dix
Minister of Health

July 24, 2023

Date Signed

Program Assoc DM/Division: Mark Armitage/Health Human Resources and Beneficiary Services

Phone Number: 250-952-3519

Program contact (for content): Chris Bennett

Phone number: 250-952-1991

Drafter: Moysal Sana

Date: July 14, 2023

Page 1867 of 2093

Withheld pursuant to/removal as

s.13

July 14, 2023

Regulatory College Board Chairs

1261694

Dear Board Chairs:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges.

I am pleased to confirm that on July 7, 2023, the Health Professions Designation and Amalgamation Regulation was amended (OIC 421/2023 and OIC 422/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.

...2

- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

I want to acknowledge the hard-work of you and your staff over the past months in preparing for these amalgamations.

s.13

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C, pursuant to S.25.05(04) of the HPA to lead the two amalgamations. As you may know, Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011, and more recently CEO of the Doctors of BC.

s.21

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order XX/2023. s.13

s.13

s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

Adrian Dix
Minister

pc: Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia
Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals
of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and
Acupuncturists of British Columbia

From: AG Ministerial Order Admin AG:EX(MinOrderAdmin@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: M217 - RE: M Number Request - Appointment under s.25.05(04) of the Health Professions Act
Sent: 07/25/2023 20:05:26
Attachments: M217-2023.pdf

The numbered MO is attached.

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Sent: Tuesday, July 25, 2023 12:05 PM

To: AG Ministerial Order Admin AG:EX <MinOrderAdmin@gov.bc.ca>

Cc: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>

Subject: M Number Request - Appointment under s.25.05(04) of the Health Professions Act

Good afternoon,

Please see attached an M Number request to appoint Allan Seckel under S.25.05(04) of the *Health Professions Act*.

The attached request includes 1 page. Given the urgency associated with on this order, we're hoping to get this numbered as soon as possible.

Thanks,

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF HEALTH

Health Professions Act

Ministerial Order No. M217

I, Adrian Dix, Minister of Health, order that Allan Paul Seckel, K.C., is appointed to exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008:

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (a) the College of Chiropractors of British Columbia;
- (b) the College of Massage Therapists of British Columbia;
- (c) the College of Naturopathic Physicians of British Columbia;
- (d) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

July 24, 2023

Date



Minister of Health

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Health Professions Act, R.S.B.C. 1996, c. 183, s. 25.05(04)

Other: _____

Page 1873 of 2093

Withheld pursuant to/removed as

s.14

Page 1874 of 2093

Withheld pursuant to/removed as

s.13 ; s.14 ; s.22

Page 1875 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1876 of 2093

Withheld pursuant to/removed as

s.14

Page 1877 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1878 of 2093

Withheld pursuant to/removal as

s.14

Page 1879 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1880 of 2093

Withheld pursuant to/removed as

s.13 ; s.14 ; s.22

Page 1881 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1882 of 2093

Withheld pursuant to/removal as

s.14

Page 1883 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1884 of 2093

Withheld pursuant to/removed as

s.13 ; s.14 ; s.22

Page 1885 of 2093

Withheld pursuant to/removed as

s.13 ; s.14

Page 1886 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1887 of 2093 to/à Page 1889 of 2093

Withheld pursuant to/removed as

s.14

Page 1890 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1891 of 2093 to/à Page 1911 of 2093

Withheld pursuant to/removed as

s.14

Page 1912 of 2093 to/à Page 1913 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1914 of 2093 to/à Page 1916 of 2093

Withheld pursuant to/removed as

s.14

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sheppard, Jenifer A HLTH:EX (Jenifer.Sheppard@gov.bc.ca)
To: HLTH Corporate Operations HLTH:EX (HLTH.Corporate.Operations@gov.bc.ca); Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: RE: Cliff 1261694 - Approved by Minister
Sent: 07/25/2023 21:35:03
Attachments: 1261694 - Appendix C - Minister Letter to 11 College Board Chairs - MO number attached.docx, M217-2023.pdf, Board Chairs and Registrars Email - July 25, 2023.docx

Thanks Jen, it looks good to me! We'll let you know if contracts requires anything else on it. Further to my last email, we now have a Ministerial Order number for the appointment (M217-2023). I've attached the approved Minister's letter with Order number updated to reflect this. I've also attached the Ministerial Order itself which should also be attached the letter when it is emailed out. Further I've attached an email contact list for send out of the letter. We're hoping COU can send this out as soon as possible (thank you in advance!). If anyone has any questions please let me know. Thanks again!
Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Sent: Tuesday, July 25, 2023 1:01 PM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: RE: Cliff 1261694 - Approved by Minister

Thanks Chris!

COU is holding the file until we receive that Min order #. Let us know when ready and we can proceed with finalizing.

The attached **s.22** has been signed with Minister's signature and witness.

Let me know if any corrections needed.

Thank you!

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health
C: 250-880-1552

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Tuesday, July 25, 2023 11:17 AM
To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: RE: Cliff 1261694 - Approved by Minister

Hi Jen,

Thanks so much! Good question on the letter clarification piece. I am just about to send to the MO for numbering with the AG, once I've done that and they have provided me with a Ministerial Order number I will get back to you with the updated number for the letter. I also have an email contact list for the letter that I will also send over to you once I have the numbered order.

Once I provide you with that info (hopefully this afternoon sometime or tomorrow morning) is the COU okay to send out the letter via email or would you prefer that we do that? I'm fine with COU doing it.

s.22

s.22 This is important for us to have in order to setup the contract with the appointee Allan,
would you be able to forward the signed version of that over to us as soon as you can?
Thanks for all your help with this!

Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Sent: Tuesday, July 25, 2023 10:11 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>
Subject: FW: Cliff 1261694 - Approved by Minister
Importance: High

Hi Chris,
Hoping to clarify direction on this Min order (see attached email for original files)
Minister has signed DBN, MO and asked that eSig be placed on outgoing letter to board chairs (as it needs updated with MO #)
Is that something your team wants to do? Or would you like COU to send out?
Thanks!
Jen

Jenifer Sheppard (she/her) | Manager, Executive Operations
Deputy Minister's Office | Ministry of Health
C: 250-880-1552

From: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>
Sent: Tuesday, July 25, 2023 10:09 AM
To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Subject: Cliff 1261694 - Approved by Minister

Thanks, Jen. I didn't think about Appendix B, as the Minister's signed a version in the same pdf file as the DBN. Is COU needing to send out Appendix C now?

Thanks,
Sylvia Rose (she/her)
Documents Clerk
Corporate Operations Unit
Ministry of Health
Sylvia.Rose@gov.bc.ca

I am grateful to live and work on the unceded lands of the Lək'wəḡən People, known today as the Esquimalt and Songhees Nations.

Warning: This email is intended only for the use of the individual or organization to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please telephone or e-mail the sender immediately and delete the message.

From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Sent: Tuesday, July 25, 2023 10:06 AM
To: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>
Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Subject: FW: Cliff 1261694 - Approved by Minister

Sorry for the delay, I was checking with program and MO to be sure.
Appendix B requires eSig from Minister. Appendix C requires inputting MO # (from Appendix B I believe) and then eSig application from Minister.

I don't believe anything further requires signature.

Thank you!

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health

C: 250-880-1552

From: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>

Sent: Tuesday, July 25, 2023 9:01 AM

To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>

Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Higgins, Claire HLTH:EX <Claire.Higgins@gov.bc.ca>

Subject: Cliff 1261694 - Approved by Minister

Hi Jen,

Can you please confirm what's needed from COU here? Is the MO requesting the letter under Appendix C be signed? If so, are they wanting it sent out from COU? Or are they wanting the e-sig applied to Appendix D?

Thanks,

Sylvia Rose (she/her)

Documents Clerk

Corporate Operations Unit

Ministry of Health

Sylvia.Rose@gov.bc.ca

I am grateful to live and work on the unceded lands of the Ləkʷəŋən People, known today as the Esquimalt and Songhees Nations.

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From: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>

Sent: Monday, July 24, 2023 4:51 PM

To: HLTH Corporate Operations HLTH:EX HLTH.Corporate.Operations@gov.bc.ca; Higgins, Claire HLTH:EX <Claire.Higgins@gov.bc.ca>

Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>

Subject: Cliff 1261694 - Approved by Minister

Hello,

Please see attached as approved and signed by Minister Dix.

COU – MO has advised that the appointment letters in the attached email can have his eSig applied.

Claire – FYI that Chris Bennett in Pro-Reg reached out directly, and I have let him know that this has been signed and we're moving back through eApps.

Thank you!

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health

C: 250-880-1552

From: Ho, Theresa HLTH:EX <Theresa.Ho@gov.bc.ca>

Sent: Monday, July 24, 2023 4:42 PM

To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>

Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; London, Kathy HLTH:EX <Kathy.London@gov.bc.ca>

Subject: July 24 updates on Items for Minister Signature - July 19th 2023

Hi Jen,

1. Attached are the signed documents – 1261694

From: Sheppard, Jenifer A HLTH:EX

Sent: Wednesday, July 19, 2023 12:24 PM

To: Ho, Theresa HLTH:EX <Theresa.Ho@gov.bc.ca>; MacMillan, Karin HLTH:EX <Karin.MacMillan@gov.bc.ca>

Cc: London, Kathy HLTH:EX <Kathy.London@gov.bc.ca>; Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; Andrachuk, Andrea HLTH:EX <Andrea.Andrachuk@gov.bc.ca>

Subject: Items for Minister Signature - July 19th 2023

Hello!

Please find attached a list of items for Minister's signature.

Item	Sent to MO	Attachment
1261694 - DBN and Ministerial Appointment Order	<i>Just sent July 17th</i>	<< Message: 1261694 - ProgGen DBN for Minister Dix - Ministerial Appointment of Amalgamation Lead >>
1262048 – s.13; s.17	Sent July 12 th (<i>via email from H. Murray</i>)	s.13; s.17

s.13

1257890 - DBN - Upholding the Laboratory Facility Applications Moratorium	Sent June 21	<< File: 1257890 - DBN Upholding the Laboratory Facility Applications Moratorium.docx >>
1251711 - DBN Extra Billing of Diagnostic Services – s.18.1 of the Medicare Protection Act	March 3	<< File: 1251711 - DBN Extra Billing of Diagnostic Services – s.18.1 of the Medicare Protection Act.docx >>

Thank you very much!

Jen

Jenifer Sheppard (she/her) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health

C: 250-880-1552

July 25, 2023

Regulatory College Board Chairs

1261694

Dear Board Chairs:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges.

I am pleased to confirm that on July 7, 2023, the Health Professions Designation and Amalgamation Regulation was amended (OIC 421/2023 and OIC 422/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.

...2

- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

I want to acknowledge the hard-work of you and your staff over the past months in preparing for these amalgamations.

s.13

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C, pursuant to S.25.05(04) of the HPA to lead the two amalgamations. As you may know, Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011, and more recently CEO of the Doctors of BC.

s.21

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order 217-2023 (attached). s.13

s.13

s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

Adrian Dix
Minister

pc: Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia
Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals
of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and
Acupuncturists of British Columbia

Letter from Minister to 11 Regulatory College Board Chairs

Board Chairs

'drsuschdev@performancehealthgroup.ca'; 'theresa.cividin@vch.ca';
'mocallaghan@devonshireadvisory.ca'; 'martin.semaniuk@fyidoctors.com'; 'ktsang@optometrybc.ca';
^{s.22} 'stevenson-moore@ctcma.bc.ca';
Jonathan.Norton@cmtbc.ca; drkparmar@integratedhealthclinic.com

Amalgamation Lead (cc only please):^{s.22}

Registrars Contact (cc only please)

'michelle@chirobc.com'; 'jbouchard@collegeofdietitiansbc.org'; 'eric.Wredenhagen@cmtbc.ca';
'CHerman@cnppbc.bc.ca'; 'cplischke@cotbc.org'; 'lbannerman@cobc.ca'; 'registrar@optometrybc.ca';
'dmillette@cptbc.org'; 'registrar@collegeofpsychologists.bc.ca'; 'cameron.cowper@cshbc.ca';
'Jonathan@ctcma.bc.ca';

Ministry contacts (cc only please)

Mark.Armitage@gov.bc.ca; Mark.Mackinnon@gov.bc.ca; Christopher.Bennett@gov.bc.ca

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF HEALTH

Health Professions Act

Ministerial Order No. M217

I, Adrian Dix, Minister of Health, order that Allan Paul Seckel, K.C., is appointed to exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008:

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (a) the College of Chiropractors of British Columbia;
- (b) the College of Massage Therapists of British Columbia;
- (c) the College of Naturopathic Physicians of British Columbia;
- (d) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

July 24, 2023

Date



Minister of Health

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Health Professions Act, R.S.B.C. 1996, c. 183, s. 25.05(04)

Other: _____

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: Fwd: 1261694 - Correspondence from Minister of Health
Sent: 07/25/2023 23:55:06
Attachments: 1261694 - Minister Letter to 11 College Board Chairs .pdf, M217-2023.pdf

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From: Minister, HLTH HLTH:EX <HLTH.Minister@gov.bc.ca>
Sent: Tuesday, July 25, 2023 4:34:01 PM
To: 'drsuchdev@performancehealthgroup.ca' <'drsuchdev@performancehealthgroup.ca';
'theresa.cividin@vch.ca' <'theresa.cividin@vch.ca'; 'mocallaghan@devonshireadvisory.ca'
<'mocallaghan@devonshireadvisory.ca'; 'martin.semaniuk@fyidoctors.com'
<'martin.semaniuk@fyidoctors.com'; 'ktsang@optometrybc.ca' <'ktsang@optometrybc.ca';
s.22
s.22 'stevenson-moore@ctcma.bc.ca' <'stevenson-moore@ctcma.bc.ca';
'Jonathan.Norton@cmtbc.ca' <'Jonathan.Norton@cmtbc.ca'; 'drkparmar@integratedhealthclinic.com'
<'drkparmar@integratedhealthclinic.com';
Cc: s.22 'michelle@chirobc.com' <'michelle@chirobc.com';
'jbouchard@collegeofdietitiansbc.org' <'jbouchard@collegeofdietitiansbc.org';
'eric.Wredenhagen@cmtbc.ca' <'eric.Wredenhagen@cmtbc.ca'; 'CHerman@cnpbc.bc.ca'
<'CHerman@cnpbc.bc.ca'; 'cplischke@cotbc.org' <'cplischke@cotbc.org'; 'lbannerman@cobc.ca'
<'lbannerman@cobc.ca'; 'registrar@optometrybc.ca' <'registrar@optometrybc.ca'; 'dmillette@cptbc.org'
<'dmillette@cptbc.org'; 'registrar@collegeofpsychologists.bc.ca' <'registrar@collegeofpsychologists.bc.ca';
'cameron.cowper@cshbc.ca' <'cameron.cowper@cshbc.ca'; 'Jonathan@ctcma.bc.ca'
<'Jonathan@ctcma.bc.ca'; Armitage, Mark W HLTH:EX <Mark.Armitage@gov.bc.ca>; MacKinnon, Mark
HLTH:EX <Mark.MacKinnon@gov.bc.ca>; Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: 1261694 - Correspondence from Minister of Health

Good afternoon Board Chairs,

Please find attached correspondence from Honourable Adrian Dix, Minister of Health, regarding the health profession regulatory framework in British Columbia.

Thank you,

Corporate Operations Unit

Ministry of Health

Gratefully Acknowledging that I Live and Work on the Homelands of the Lekwungen Peoples of the Songhees & Esquimalt Nations

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July 25, 2023

Regulatory College Board Chairs

1261694

Dear Board Chairs:

I would like to start by expressing my thanks and appreciation to the boards and staff of your colleges for your continued leadership and commitment to public safety and protecting the citizens of British Columbia. BC's health profession regulatory colleges play an integral role in the health system by ensuring BC's regulated health professionals provide competent, safe and ethical care and that the public can have confidence in the services they receive from these professionals.

As you know, the Ministry is currently engaged in a multi-year initiative to modernize the health profession regulatory framework in British Columbia. Grounded on the work in the Cayton Report, the recommendations of the Steering Committee on Modernization of Health Professional Regulation, and the In Plain Sight report, this work culminated with the development of the *Health Professions and Occupations Act* which received Royal Assent in November 2022 and will come into force by regulation at a future date.

Another core element of the modernization initiative is a reduction in the number of health profession regulatory colleges. To date, several amalgamations have already taken place, reducing the number of health profession regulatory colleges from 22 to 15, with the target of reducing the number to six colleges via two further amalgamations involving your colleges.

I am pleased to confirm that on July 7, 2023, the Health Professions Designation and Amalgamation Regulation was amended (OIC 421/2023 and OIC 422/2023) formalizing these two amalgamations effective June 28, 2024:

- The College of Dietitians of BC, College of Occupational Therapists of BC, College of Opticians of BC, College of Optometrists of BC, College of Physical Therapists of BC, College of Psychologists of BC and College of Speech and Hearing Professionals of BC are amalgamated into one college.

...2

- The College of Chiropractors of BC, College of Massage Therapists of BC, College of Naturopathic Physicians of BC and the College of Traditional Chinese Medicine Practitioners and Acupuncturists of BC are amalgamated into one college.

I want to acknowledge the hard-work of you and your staff over the past months in preparing for these amalgamations.

s.13

Further to this, I am pleased to announce that I have appointed Allan Seckel K.C, pursuant to S.25.05(04) of the HPA to lead the two amalgamations. As you may know, Allan has a diverse background spanning private legal practice, public service and the not-for-profit sector, including serving as the Deputy Attorney General for British Columbia from 2003 to 2009; Cabinet Secretary, Head of Public Service and Deputy Minister to the Premier of British Columbia from 2009 to 2011, and more recently CEO of the Doctors of BC.

s.13

The powers of this ministerial appointment are articulated in S.25.05(04) of the HPA and in the Ministerial Order 217-2023 (attached).^{s.13}

s.13

s.13

Thank you in advance for your collaboration and collective commitment to this important initiative.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Adrian Dix', with a stylized flourish at the end.

Adrian Dix
Minister

pc: Allan Seckel K.C., Amalgamation Lead under 25.05(04) of the *Health Professions Act*
Mark Armitage, Associate Deputy Minister, Ministry of Health
Mark MacKinnon, Executive Director, Ministry of Health
Chris Bennett, Director, Ministry of Health
Michelle Da Roza, Registrar, College of Chiropractors of British Columbia
Joanie Bouchard, Registrar, College of Dietitians of British Columbia
Eric Wredenhagen, Registrar, College of Massage Therapists of British Columbia
Carina Herman, Registrar, College of Naturopathic Physicians of British Columbia
Carin Plischke, Registrar, College of Occupational Therapists of British Columbia
Lisa Bannerman, Registrar, College of Opticians of British Columbia
Rick Gambrel, Registrar, College of Optometrists of British Columbia
Dianne Millette, Registrar, College of Physical Therapists of British Columbia
Andrea Kowaz, Registrar, College of Psychologists of British Columbia
Cameron Cowper, Registrar, College of Speech and Hearing Health Professionals
of British Columbia
Jonathan Ho, Registrar, College of Traditional Chinese Medicine Practitioners and
Acupuncturists of British Columbia

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF HEALTH

Health Professions Act

Ministerial Order No. M217

I, Adrian Dix, Minister of Health, order that Allan Paul Seckel, K.C., is appointed to exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008:

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (a) the College of Chiropractors of British Columbia;
- (b) the College of Massage Therapists of British Columbia;
- (c) the College of Naturopathic Physicians of British Columbia;
- (d) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

July 24, 2023

Date



Minister of Health

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Health Professions Act, R.S.B.C. 1996, c. 183, s. 25.05(04)

Other: _____

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: FW: 25.05(04) Contract s.22 For Review and Signature
Sent: 07/26/2023 18:13:27
Attachments: GSA 2024-054 -FINAL.pdf, s.22 pdf

From: Bennett, Christopher HLTH:EX
Sent: Wednesday, July 26, 2023 11:13 AM
To: 'Aseckel' s.22
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: 25.05(04) Contract s.22 - For Review and Signature

Hi Allan,

Further to my email yesterday, I've attached the final contract for your review. If you have any questions please let me know, if not feel free to sign (page 16) and return to me and we will process sign-off on our end

s.14

s.13

s.13

If you have any further questions, please do not hesitate to reach out.

Thanks

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

Page 1932 of 2093

Withheld pursuant to/removal as

s.22

Appendix: the “Entity”

Please find below a list each of the amalgamating colleges (the “Entity”) that the “Appointee” has been appointed to:

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia;
- (h) the College of Chiropractors of British Columbia;
- (i) the College of Massage Therapists of British Columbia;
- (j) the College of Naturopathic Physicians of British Columbia;
- (k) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054

Requisition No.: _____

Solicitation No.(if applicable):Ministerial Order #M217

Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel

Supplier No.: s.22

Telephone No.: s.22

E-mail Address: _____

Website: N/A

Financial Information

Client: 026

Responsibility Centre: 66916

Service Line: 44550

STOB: 6001

Project: 6600000

Template version: September 16, 2022

**Corporate Contract Template issued by
OCG under TB Directive 1/23**

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
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SCHEDULE B – FEES AND EXPENSES

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- Part 3 - Expenses**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update 31st day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
- if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
 - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 31st, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. M217, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from ^{s.22} on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

Page 1959 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1960 of 2093

Withheld pursuant to/removed as

s.13 ; s.14 ; s.22

Page 1961 of 2093

Withheld pursuant to/removal as

s.14 ; s.22

Page 1962 of 2093

Withheld pursuant to/removal as

s.14

Page 1963 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1964 of 2093 to/à Page 1966 of 2093

Withheld pursuant to/removed as

s.14

Page 1967 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1968 of 2093 to/à Page 1979 of 2093

Withheld pursuant to/removed as

s.14

Page 1980 of 2093

Withheld pursuant to/removed as

s.14 ; s.22

Page 1981 of 2093 to/à Page 1987 of 2093

Withheld pursuant to/removal as

s.14

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: FW: 25.05(04) Contract^{s.22} - For Review and Signature
Sent: 07/27/2023 15:14:01

FYI

From: Bennett, Christopher HLTH:EX
Sent: Thursday, July 27, 2023 8:14 AM
To: 'Allan Seckel'^{s.22}
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: RE: 25.05(04) Contract^{s.22} For Review and Signature
Thanks Allan—appreciate the quick turnaround!
^{s.22}

Cheers,
Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

From: Allan Seckel^{s.22}
Sent: Thursday, July 27, 2023 1:47 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: Re: 25.05(04) Contract ^{s.22} . . . For Review and Signature

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

The executed documents are attached. Thanks for shepherding this.

Allan

On Jul 26 2023, at 1:01 PM, Bennett, Christopher HLTH:EX <christopher.bennett@gov.bc.ca> wrote:

Hi Allan,
Sounds good and safe travels!
Chris

From: Allan Seckel ^{s.22}
Sent: Wednesday, July 26, 2023 11:54 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>

Subject: Re: 25.05(04) Contracts **s.22**

For Review and Signature

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Hi Chris

I am about to **s.22**

I will get this back to you either

early tomorrow your time or by late afternoon at the latest.

Allan

On Jul 26, 2023 at 7:12 PM, <[Christopher HLTH:EX Bennett](mailto:Christopher.HLTH:EX Bennett)> wrote:

Hi Allan,

Further to my email yesterday, I've attached the final contract for your review. If you have any questions please let me know, if not feel free to sign (page 16) and return to me and we will process sign-off on our end

s.22

s.14

The date the contract takes effect is listed as July 31, 2023 (to leave time for review and signatures). If this doesn't work let me know, **s.13**

s.13

If you have any further questions, please do not hesitate to reach out.

Thanks

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

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To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: RE: 25.05(04) Contract^{s.22} - For Review and Signature
Sent: 07/27/2023 15:16:38

Thanks, Chris. I'll hold off on uploading that on e-apps for now.
Moysal

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Thursday, July 27, 2023 8:14 AM
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The date the contract takes effect is listed as July 31, 2023 (to leave time for review and signatures). If this doesn't work let me know, s.13
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If you have any further questions, please do not hesitate to reach out.

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Professional Regulation and Oversight

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From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: RE: GSA 2024-054 - Executed
Sent: 07/27/2023 20:47:57

Fantastic—I will email to Allan right now, thanks so much!
Chris

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Thursday, July 27, 2023 11:34 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: GSA 2024-054 - Executed

Hi Chris,

Congratulations, we've reached a milestone and the end of this project. The fully executed contract is attached, if we wanted to share that with Allan. Contracts has advised we can now close the e-apps.[s.13](#); [s.22](#)
[s.13](#); [s.22](#)

[s.13](#); [s.22](#) Further, I asked if she needed anything else from us – but she does not. We can proceed to close this file.

A sincere thank you from me on your guidance and support throughout the past few weeks.

If there's anything else you may need, please let me know.

Sincerely,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Warning: This email is intended only for the use of the individual or organization to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please e-mail the sender immediately and delete the message.

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To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: FW: 25.05(04) Contract s.22 For Review and Signature
Sent: 07/27/2023 20:51:20
Attachments: Signed GSA 2024-054.pdf

From: Bennett, Christopher HLTH:EX
Sent: Thursday, July 27, 2023 1:51 PM
To: 'Allan Seckel' s.22
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
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On Jul 26, 2023 at 7:12 PM, <Christopher HLTH:EX Bennett> wrote:

Hi Allan,

Further to my email yesterday, I've attached the final contract for your review. If you have any questions please let me know, if not feel free to sign (page 16) and return to me and we will process sign-off on our end

s.22

s.14

s.13

If you have any further questions, please do not hesitate to reach out.

Thanks

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054

Requisition No.: _____

Solicitation No.(if applicable):Ministerial Order #M217

Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel

Supplier No.: s.22

Telephone No.: s.22

E-mail Address: _____

Website: N/A

Financial Information

Client: 026

Responsibility Centre: 66916

Service Line: 44550

STOB: 6001

Project: 6600000

Template version: September 16, 2022

**Corporate Contract Template issued by
OCG under TB Directive 1/23**

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update 31st day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
 - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>27th</u> day of <u>July</u>, 20<u>23</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Allan P. Seckel</u></p> <p>Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the <u>27th</u> day of <u>July</u>, 20<u>23</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Mark Armitage</u></p> <p>Print Name</p> <p><u>Associate Deputy Minister, Health Human Resources</u></p> <p>Print Title</p>
--	---

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 31st, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. M217, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from ^{s.22} on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

From: Bennett, Christopher HLTH:EX(Christopher.Bennett@gov.bc.ca)
To: Sana, Moysal HLTH:EX (Moysal.Sana@gov.bc.ca)
Subject: FW: 25.05(04) Contract s.22 - For Review and Signature
Sent: 07/27/2023 21:01:57

From: Allan Seckel s.22
Sent: Thursday, July 27, 2023 2:01 PM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: Re: 25.05(04) Contract s.22 - For Review and Signature

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Sorry I missed that. Yes you can.

On Jul 27, 2023 at 8:13 AM, <[Christopher HLTH:EX Bennett](mailto:Christopher.Bennett@gov.bc.ca)> wrote:

Thanks Allan—appreciate the quick turnaround!

s.22

Cheers,
Chris

Chris Bennett

Director, Regulatory Initiatives
Professional Regulation and Oversight
Health Sector Workforce and Beneficiary Services Division
Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

From: Allan Seckel s.22
Sent: Thursday, July 27, 2023 1:47 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: Re: 25.05(04) Contract s.22 - For Review and Signature

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

The executed documents are attached. Thanks for shepherding this.

Allan

On Jul 26 2023, at 1:01 PM, Bennett, Christopher HLTH:EX <christopher.bennett@gov.bc.ca> wrote:

Hi Allan,
Sounds good and safe travels!
Chris

From: Allan Seckel [s.22](#)

Sent: Wednesday, July 26, 2023 11:54 AM

To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>

Subject: Re: 25.05(04) Contract [s.22](#) - For Review and Signature

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

I am about to [s.22](#)

I will get this back to you either early tomorrow your time or by late afternoon at the latest.

Allan

On Jul 26, 2023 at 7:12 PM, <Christopher HLTH:EX Bennett> wrote:

Hi Allan,

Further to my email yesterday, I've attached the final contract for your review. If you have any questions please let me know, if not feel free to sign (page 16) and return to me and we will process sign-off on our end

[s.22](#)

[s.14](#)

[s.13](#)

If you have any further questions, please do not hesitate to reach out.

Thanks

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: RE: 25.05(04) Contract s.22 - For Review and Signature
Sent: 07/27/2023 21:08:25

Sounds good, thanks so much.

Moysal

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Thursday, July 27, 2023 2:08 PM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: RE: 25.05(04) Contract s.22 - For Review and Signature
Let's just keep the form as is and add this email as well with it.

Chris

From: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Sent: Thursday, July 27, 2023 2:05 PM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Subject: RE: 25.05(04) Contract s.22 - For Review and Signature
Thanks, Chris. s.22 we have in our lan – for record keeping purposes.
s.22

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Thursday, July 27, 2023 2:02 PM
To: Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: FW: 25.05(04) Contract s.22 For Review and Signature

From: Allan Seckel s.22
Sent: Thursday, July 27, 2023 2:01 PM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: Re: 25.05(04) Contract s.22 For Review and Signature

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Sorry I missed that. Yes you can.

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Thanks Allan—appreciate the quick turnaround!

s.22

Cheers,
Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health
Christopher.Bennett@gov.bc.ca
Office: 250.952.1991
Cell: 778.584.5931

From: Allan Seckel [s.22](#)
Sent: Thursday, July 27, 2023 1:47 AM
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Hi Allan,
Sounds good and safe travels!
Chris

From: Allan Seckel [s.22](#)
Sent: Wednesday, July 26, 2023 11:54 AM
To: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Cc: MacKinnon, Mark HLTH:EX <Mark.MacKinnon@gov.bc.ca>
Subject: Re: 25.05(04) Contract [s.22](#) For Review and Signature

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris

I am about to [s.22](#) I will get this back to you
either early tomorrow your time or by late afternoon at the latest.
Allan

On Jul 26, 2023 at 7:12 PM, <Christopher HLTH:EX Bennett> wrote:

Hi Allan,
Further to my email yesterday, I've attached the final contract for your review. If you have any questions please let me know, if not feel free to sign (page 16) and return to me and we will process sign-off on our end

[s.22](#)

[s.14](#)

[s.13](#)

If you have any further questions, please do not hesitate to reach out.
Thanks

Chris

Chris Bennett

Director, Regulatory Initiatives

Professional Regulation and Oversight

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Christopher.Bennett@gov.bc.ca

Office: 250.952.1991

Cell: 778.584.5931

From: Sana, Moysal HLTH:EX(Moysal.Sana@gov.bc.ca)
To: Beerdat, Stacey HLTH:EX (Stacey.Beerdat@gov.bc.ca)
To: Bennett, Christopher HLTH:EX (Christopher.Bennett@gov.bc.ca)
Subject: FW: Contract 2024-054 - Documents
Sent: 08/10/2023 15:45:23
Attachments: 2023 06 19 - Contract Preapproval Request.docx, Signed GSA 2024-054.pdf, Ministerial Order 217-2023 - Appointment - Signed.pdf, CIS 2024-054 - FINAL.docx

Good morning, Stacey!

Hope you have been so well. Please see attached the documents referred to below. If you need anything else, please do not hesitate to let us know.

Have a great day,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

Warning: This email is intended only for the use of the individual or organization to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please e-mail the sender immediately and delete the message.

From: Sana, Moysal HLTH:EX

Sent: Tuesday, July 18, 2023 10:36 AM

To: Beerdat, Stacey HLTH:EX <Stacey.Beerdat@gov.bc.ca>

Cc: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>

Subject: Contract 2024-054 - Documents

Hi Stacey,

Thanks for the chat earlier! As discussed, please find attached our Contract Pre-Approval Request Form.

When finalized, we can also forward you the:

- CIS
- GSA
- Ministerial Order (MO)

If you need anything else, please let me know.

Thank you,

Moysal

Moysal Sana

Policy Analyst

Professional Regulation & Oversight Branch

Health Sector Workforce and Beneficiary Services Division

Ministry of Health

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CONTRACTS AND PROCUREMENT
CONTRACT PRE-APPROVAL REQUEST

Purpose: To obtain the required pre-approval of all potential contracts and procurements before contracting goods or services. It must be completed and approved in accordance with the contract and procurement process found on [Health ePlace](#). Questions about this form can be directed to Contracts and Procurement, HLTH.ContractManagement@gov.bc.ca.

Section 1 - Contract and Procurement Type

This form is required for pre-approval of the following:

- STOB 60, 61, 63: Professional Services and Information Systems
- STOB 80: Shared Cost Arrangements
- STOB 50 or 60: Secondments

Select the appropriate Contract Type for your request: **STOB 60, 61, 63 - Competitive**

Section 2 - Responsible Party

Division: Health Sector Workforce and Beneficiary Services	Branch: Professional Regulation and Oversight
Program Area Contact: Mark MacKinnon & Christopher Bennett	Contract Manager: Mark MacKinnon & Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark MacKinnon & Christopher Bennett

Section 3 - Service Details

Brief Description of Work/Services:

The appointed leader under 25.05 (4) of the Health Professions Act (HPA) will lead and oversee the amalgamation of 11 health profession regulatory colleges into two multi-professional health profession colleges by June 28, 2024.

The Ministry issued a news release on October 19, 2022 introducing the Health Professions and Occupations Act and other health professions modernization efforts, including an intent to create two umbrella regulators (<https://news.gov.bc.ca/releases/2022HLTH0202-001566>). One college would regulate dietitians, occupational therapists, opticians, optometrists, physical therapists, psychologists, and speech and hearing health professionals. The other would regulate chiropractors, massage therapists, naturopathic physicians, traditional Chinese medicine practitioners and acupuncturists.

s.13

Section 25.05(4) of the HPA enables the Minister to appoint a leader to support the amalgamations. An appointee would have the powers of the college boards as it relates to amalgamation matters while allowing the 11 college boards to continue their roles/powers in oversight of their colleges' day-to-day functioning. As the smallest health regulatory colleges in BC, the 11 lack leadership and resources required to implement a June 2024 amalgamation without Ministry support, without potentially compromising their core public safety roles.

On April 25, 2023, the Deputy Minister sent a letter to the regulatory college board chairs confirming the intent of amalgamating the 11 colleges into two umbrella regulators and the projected in-force date of June 2024. Additionally, the letter confirmed the intent that the Ministry would support the amalgamation financially.

Ministerial Order is in the works.

Justification for Outsourcing:

In order to facilitate an orderly transition during amalgamation of regulatory colleges, section 25.05(04) of the Health Professions Act specifically sets out that the Minister of Health may appoint a person or persons to perform the duties of a board of a former

college.

In addition to the legal parameters surrounding an appointment, the Ministry does not have the internal resources/expertise required to lead a complex regulatory amalgamation involving 11 regulatory colleges.

Describe the Impact on Program Delivery if not approved:

s.13

Anticipated Term: Start: 2023-07-05 End: 2024-06-28

Include Option to Renew? ☐ Yes ☒ No

Number of renewals and duration - month(s), year(s): N/A

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)

Maximum Contract Total Value: 100,000

Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Amount
FY23/24	026	66916	44550	6001	6600000	\$90,000.00
FY24/25	026	66916	44550	6001	6000000	\$10,000

Section 5 – Procurement Process

Select the Procurement Process: Another Competitive Process Used (e.g. using an RFQ list) (101)

If you chose Competitive Process for STOB 60,61,63 – skip to Section 7, Approvals

If you chose Competitive Process for STOB 80 – skip to Section 6, STOB 80 Shared Cost Arrangement (Government Transfer Request)

If you chose Direct Award (including Secondments) – proceed to Section 5.1, Direct Award Justification

Section 5.1 - Direct Award Justification

This section is required if any of the Direct Award options are selected.

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition and complete the justification/explanation that justifies the direct award.

Select one	Code	Policy Re: Direct Awards	Justification/Explanation
<input type="checkbox"/>	200	The contract is with another government organization [CPPM 6.3.2-39 (d)]	Name the government organization:
<input type="checkbox"/>	201	The ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods or service [CPPM 6.3.2-39 (d)]	<p>What evidence do you have to support that only one contractor is qualified? e.g. expression of interest, no objection to a notice of intent.</p> <p>If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.</p>

			Additional details:
<input type="checkbox"/>	202	an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process [CPPM 6.3.2-39 (d)]	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award:
<input type="checkbox"/>	203	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. [CPPM 6.3.2-39 (d)]	Explain why the competitive process would cause this interference:
<input type="checkbox"/>	204	the acquisition is of a confidential nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality [CPPM 6.3.2-39 (d)]	Explain the risks of disclosing the confidential or privileged acquisition:
<input type="checkbox"/>	208	STOB 80 only: A shared cost arrangement where financial assistance is provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary-individual or family or legal guardian of that individual under a community/social service program)	Explain why the financial assistance is being provided:
<input type="checkbox"/>	209	STOB 80 only: A shared cost agreement where a competitive selection is not appropriate.	Explain why a competitive selection is not appropriate, e.g. what are the risks of a competition?

Section 5.2 - Contractor Information

This section is required if any of the Direct Award options are selected In Section 5.

Contractor **legal** name:

Doing **business as** (if different from above):

Address:

Postal code:

Phone:

Email:

Section 6 – All STOB 80 Shared Cost Arrangement (Government Transfer Request)

As per [CPPM Policy Chapter 21: Government Transfers](#), to be completed if a shared cost arrangement is being requested.

Background and Strategic Context	Describe the nature of the transfer and the recipient. What program need or benefit does the transfer fulfill and how does it align with the Ministry's Service Plan:
Financial Impact	What is the total fiscal impact on the Ministry's budget (by year if multiyear)? Is the transfer onetime or will there be an ongoing need? Do the stipulations support 1yr or multiyear funding?
Transfer Recipient/	Describe the scope or extent of benefits that would be created, describe the nature of the client group that would benefit (seniors, community groups etc.). Was the Recipient chosen using a fair, open and transparent

Benefits	process? Is the Recipient expected to match funds and will they have the ability to pay back funds if stipulations are not met?
Identify Risks	Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?
Evaluation and monitoring	How will you know whether the objectives have been met, do you have clear success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement?
Additional approvals	Are there any additional approvals needed from either Cabinet or Treasury Board? Is legislation required?

Section 7 – Approvals (<i>Signature below or eApprovals are accepted in lieu of physical signatures</i>)			
Approval Route	Print Name	Signature	Date Signed
Contract Manager	Mark MacKinnon & Christopher Bennett		June 20, 2023
Decision Support	Lintao Liu		June 20, 2023
Contracts and Procurement Team	Teresa O'Keefe		June 21, 2023
Expense Authority (EA)	Mark Armitage		June 23, 2023
Chief Financial Officer (CFO) <i>ONLY required for STOB 80 contracts</i>	N/A		
Executive Financial Officer (EFO) <i>ONLY required for direct award contracts</i>	N/A		

CONTRACTS AND PROCUREMENT
CONTRACT INFORMATION SLIP

Purpose: To summarize executed contract details in preparation of a purchase order to track contract commitments and pay invoices.

Section 1 - Contract Details	
Contractor Name: Allan Paul Seckel <i>(Legal name and if individual, name on government issued ID)</i>	Contract #: 2024-054 <i>(Issued by Contract Management. Will be used as PO #)</i>
Contractor Address: s.22 s.22	Term: July 31, 2023 to June 28, 2024
Key Personnel Name(s): N/A <i>(Name of individuals performing the services)</i>	Possible Extension: N/A <i>(e.g., two 1-year terms)</i>
Brief Description of Services: Act as a lead & oversee the amalgamation of 11 health profession regulatory colleges into 2 multi-profession health regulatory colleges by June 28, 2024	

Section 2 – Responsible Party	
Division: Health Sector Workforce and Beneficiary Services	Branch: Professional Regulation and Oversight
Program Area Contact: Mark McKinnon/Christopher Bennett	Contract Manager: Mark McKinnon/Christopher Bennett
Expense Authority: Mark Armitage	Qualified Receiver: Mark McKinnon/Christopher Bennett

Section 3 - Solicitation/PO Info	
Procurement Process: Another Competitive Process Used (e.g. using an RFQ list)** (101)	
Solicitation # (RFP or NRQ #): Ministerial Order #M217	
PO Class Code: C - CONTRACT	
PO Category (do not change this): UNSPSC TWO	Subcategory (do not change this): 80101500

Section 4 - Financial Commitment (Consult your Program's Financial Analyst in Decision Support)						
Fiscal Year (FY)	Client	Responsibility	Service Line	STOB	Project Number	Total Amount
23/24	026	66916	44550	6001	6600000	\$81,000
24/25	026	66916	44550	6002	6600000	\$9,000
24/25	026	66916	44550	6001	6600000	\$8,999
24/25	026	66916	44550	6002	6600000	\$1,000
Total Contract Amount:						\$99,999
Additional Information (if required): <i>(Please note any specific Line description required or if any special considerations are required in setting up this PO)</i>						

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF HEALTH

Health Professions Act

Ministerial Order No. M217

I, Adrian Dix, Minister of Health, order that Allan Paul Seckel, K.C., is appointed to exercise the powers and perform the duties of the board of each of the following colleges, and has all of the powers, duties, rights and obligations of the board, to the extent that those powers, duties, rights and obligations relate to the amalgamation of that college pursuant to section 11 or 12 (as applicable) of the *Health Professions Designation and Amalgamation Regulation*, B.C. Reg. 270/2008:

Amalgamation of specified colleges

- (a) the College of Dietitians of British Columbia;
- (b) the College of Occupational Therapists of British Columbia;
- (c) the College of Opticians of British Columbia;
- (d) the College of Optometrists of British Columbia;
- (e) the College of Physical Therapists of British Columbia;
- (f) the College of Psychologists of British Columbia;
- (g) the College of Speech and Hearing Health Professionals of British Columbia.

Amalgamation of additional specified colleges

- (a) the College of Chiropractors of British Columbia;
- (b) the College of Massage Therapists of British Columbia;
- (c) the College of Naturopathic Physicians of British Columbia;
- (d) the College of Traditional Chinese Medicine Practitioners and Acupuncturists of British Columbia.

July 24, 2023

Date



Minister of Health

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Health Professions Act, R.S.B.C. 1996, c. 183, s. 25.05(04)

Other: _____

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2024-054
Requisition No.: _____
Solicitation No.(if applicable):Ministerial Order #M217
Commodity Code: _____

Contractor Information

Supplier Name: Allan Paul Seckel
Supplier No.: s.22
Telephone No.: s.22 _____
E-mail Address: _____
Website: N/A

Financial Information

Client: 026
Responsibility Centre: 66916
Service Line: 44550
STOB: 6001
Project: 6600000

Template version: September 16, 2022
Corporate Contract Template issued by
OCG under TB Directive 1/23

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SCHEDULE A – SERVICES

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- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the to update 31st day of July, 2023.

BETWEEN:

Allan Paul Seckel (the “Contractor”) with the following specified address:
s.22

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by Minister of Health the “Province”) with the following specified address:

Ministry of Health
Health Sector Workforce & Beneficiary Services Division
3rd floor – 1515 Blanshard Street
PO Box 9649 Stn Prov Govt
Victoria BC V8W 9P4
Email: Mark.McKinnon@gov.bc.ca (cc to Christopher.Bennett@gov.bc.ca)

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) “Material” means the Produced Material and the Received Material;
- (d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) “Services” means the services described in Part 2 of Schedule A;
- (g) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (h) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
 - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION


14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>27th</u> day of <u>July</u>, 20<u>23</u> by the Contractor. (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Allan P. Seckel</u></p> <p>Print Name(s)</p> <p>Print Title(s)</p>	<p>SIGNED on the <u>27th</u> day of <u>July</u>, 20<u>23</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Mark Armitage</u></p> <p>Print Name</p> <p><u>Associate Deputy Minister, Health Human Resources</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 31st, 2023 and ends on June 28, 2024.

PART 2. SERVICES:

The Contractor will provide board governance services, during the term of the Agreement.

Outputs

Pursuant to Ministerial Order No. M217, the Contractor assumes all the duties, powers, rights and obligations of the boards of the 11 amalgamating colleges for the purposes of providing an orderly transition from 11 colleges to two multi-profession regulatory colleges. The Contractor will exercise these powers and functions to achieve legal amalgamation by June 28, 2024.

Services will be performed at the Contractors place of business.

In-person work and/or meetings may be requested from time to time, by the Ministry.

Inputs

The Contractor must:

- a. Perform a qualified resource to perform the services; and
- b. Provide all the relevant equipment to perform the service.

The Province must:

- a. Provide clarification on all relevant issues;
- b. Provide Ministry staff as ex-officio members on any steering committees as required; and
- c. Review and sign off on all invoices.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Continue Governments' progress in modernizing the health profession regulatory framework by reducing the number of health professional regulatory colleges to create larger colleges with greater economies of scale.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

- The Contractor will provide reports to the Ministry upon request in a format acceptable by both parties.
- The Contractor must include details of the services provided, e.g. the dates of meetings attended, for the hours claimed in the invoices submitted.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Allan Seckel

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$99,999.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$350.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from ^{s.22} on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.

Current Group rates, which are subject to change can be found at:

http://gwww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Not Applicable

Schedule F – Additional Terms

1. Notwithstanding section 13.16 in the main body of this Agreement, the parties hereby agree that section 9.4 of the main body of this Agreement is deleted

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

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s.14

From: [Sheppard, Jenifer A HLTH:EX](#)
To: [Bennett, Christopher HLTH:EX](#)
Cc: [HLTH Corporate Operations HLTH:EX](#); [Sana, Moysal HLTH:EX](#)
Subject: RE: Cliff 1261694 - Approved by Minister
Date: July 25, 2023 1:01:07 PM
Attachments: [1261694 - s.22](#)

Thanks Chris!

COU is holding the file until we receive that Min order #. Let us know when ready and we can proceed with finalizing.

The attached [s.22](#) has been signed with Minister's signature and witness. Let me know if any corrections needed.

Thank you!

Jenifer Sheppard (*she/her*) | Manager, Executive Operations

Deputy Minister's Office | Ministry of Health

C: 250-880-1552

From: Bennett, Christopher HLTH:EX <Christopher.Bennett@gov.bc.ca>
Sent: Tuesday, July 25, 2023 11:17 AM
To: Sheppard, Jenifer A HLTH:EX <Jenifer.Sheppard@gov.bc.ca>
Cc: HLTH Corporate Operations HLTH:EX <HLTH.Corporate.Operations@gov.bc.ca>; Sana, Moysal HLTH:EX <Moysal.Sana@gov.bc.ca>
Subject: RE: Cliff 1261694 - Approved by Minister

Hi Jen,

Thanks so much! Good question on the letter clarification piece. I am just about to send to the MO for numbering with the AG, once I've done that and they have provided me with a Ministerial Order number I will get back to you with the updated number for the letter. I also have an email contact list for the letter that I will also send over to you once I have the numbered order.

Once I provide you with that info (hopefully this afternoon sometime or tomorrow morning) is the COU okay to send out the letter via email or would you prefer that we do that? I'm fine with COU doing it.

[s.22](#)

[s.22](#) This is important for us to have in order to setup the contract with the appointee Allan, would you be able to forward the signed version of that over to us as soon as you can?

Thanks for all your help with this!

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